

ORIGINAL



0000066698

BEFORE THE ARIZONA CORPORATION COMMISSION

03

ORIGINAL

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

Arizona Corporation Commission
DOCKETED

FEB 13 2007

DOCKETED BY	nr
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In the matter of:)
)
PERRY and TERRY PENNY, husband and)
Wife,)
Gilbert, Arizona)
)
PENNY FINANCIAL, INC., a Michigan)
Corporation,)
Gilbert, Arizona)
)
PENNY PROPERTIES, INC., a Michigan)
Corporation,)
Gilbert, Arizona)
)
RYM TECHNOLOGY HOLDINGS, LLC.,)
A Michigan limited liability company,)
Birmingham, MI)
)
FELIX L. DANIEL, SR. and JANE DOE)
DANIEL, husband and wife,)
Birmingham, MI)
)
Respondents.)

DOCKET NO. S-20509A-07-0043

TEMPORARY ORDER TO CEASE AND
DESIST AND NOTICE OF OPPORTUNITY
FOR HEARING

AZ CORP COMMISSION
DOCUMENT CONTROL

2007 FEB 13 A 9:49

RECEIVED

ANSWER

ON BEHALF OF RESPONDENTS PERRY and TERRY PENNY,
PENNY FINANCIAL, INC., and PENNY PROPERTIES, INC.

I.

JURISDICTION

1. no answer

II.

RESPONDENTS

2. The information contained in Paragraph 2 is admitted as true.
3. The information contained in Paragraph 3 is admitted as true.
4. The information contained in Paragraph 4 is admitted as true, however was not aware that filing for authority to conduct business in Arizona was necessary.
5. The information contained in Paragraph 5 is admitted as true, however was not aware that filing for authority to conduct business in Arizona was necessary. Note: a DBA was filed in May, 2003.
6. The information contained in Paragraph 6 is unknown.
7. The information contained in Paragraph 7 is unknown, but believed to be true.
8. The information contained in Paragraph 8 is unknown.
9. The information contained in Paragraph 9 is unknown.
10. The information contained in Paragraph 10 is admitted as true.
11. no answer
12. no answer
13. no answer

III.

FACTS

14. The information contained in Paragraph 14 is denied as true. As of January 1, 2007, neither Perry and Terry Penny nor Penny Financial, Inc. has marketed The 5 Years to Freedom

Program, but did so from approximately January 25, 2006 through December 31, 2006. Also, there were never personal meetings with potential investors and the Penny Financial website was the only form of advertising the program.

15. The information contained in Paragraph 15 is denied as true. The 5 Years to Freedom Program has been removed from Penny Financial's website and never appeared on Penny Properties' website.
16. The information contained in Paragraph 16 is admitted as true, except for the statement that the program offered to help "homeowners become debt-free in a few years". This information was provided by Felix Daniel of Rym-Technology Holdings.
17. The information contained in Paragraph 17 is admitted as true, except that the 2% fee payable to Penny Financial, Inc. was for consulting services. This information was provided by Felix Daniel of Rym-Technology Holdings.
18. The information contained in Paragraph 18 is admitted as true.
19. The information contained in Paragraph 19 is admitted as true. This information was provided by Felix Daniel of Rym-Technology Holdings.
20. The information contained in Paragraph 20 is admitted as true, except that "waterfront" development in New Orleans was never stated. This information was provided by Felix Daniel of Rym-Technology Holdings.
21. The information contained in Paragraph 21 is admitted as true. This information was provided by Felix Daniel of Rym-Technology Holdings.
22. The information contained in Paragraph 22 is denied as true and never stated that Rym-Technology Holdings would double the investors' money within six months by investing in condo conversions. This was a hypothetical example of how real estate investors could possibly double their money in condo conversions. The remainder of the information contained in Paragraph 22 is admitted as true. This information was provided by Felix Daniel of Rym-Technology Holdings.
23. The information contained in Paragraph 23 is admitted as true. This information was provided by Felix Daniel of Rym-Technology Holdings.
24. The information contained in Paragraph 24 is admitted as true. Felix Daniel of Rym-Technology Holdings repeatedly assured Terry Penny that this program was not a securities instrument. However, after being contacted by the Utah Division of Securities, Terry Penny contacted a securities licensee for their opinion, and they stated that they believed we did not need a securities license to market the program and collect a consulting fee. Also, there were no investors put into the program after being contacted by the Utah Division of Securities.

25. The information contained in Paragraph 25 is denied as true. The only investor put into the program through Penny Financial, Inc. resides in Minnesota.
26. The information contained in Paragraph 26 is admitted as true, however the program has been removed from the website as of 1/11/07. Felix Daniel of Rym-Technology Holdings repeatedly stated that this program was not a securities instrument due to "the way the contracts were drawn up" and Terry Penny believed this to be true. Also, Penny Financial, Inc. never pro-actively solicited anyone. The website was the only form of advertising and potential investors would contact Penny Financial, Inc. if they had questions or wanted more information on the program.
27. The information contained in Paragraph 27 is admitted as true. This was an investment opportunity presented to Penny Properties, Inc. by a real estate developer in Michigan. This endeavor was not successful, however, because the developer could not find a lender to lend on the future value of the developed land. Due to the lack of maintenance of the Penny Properties website, the information remained, but has been removed as of 1/11/07. To our knowledge, there were no investors involved in this project.

IV.

VIOLATION OF A.R.S. 44-1841 (Offer and Sale of Unregistered Securities)

28. The information contained in Paragraph 28 is denied as true. Penny Financial, Inc. did not begin marketing The 5 Years to Freedom Program until January 25, 2006.
29. The information contained in Paragraph 29 is denied as true.
30. The information contained in Paragraph 30 is denied as true.

V.

VIOLATION OF A.R.S. 44-1842 (Transactions by Unregistered Dealers or Salesmen)

31. The information contained in Paragraph 31 is denied as true.
32. The information contained in Paragraph 32 is denied as true.

VI.

**VIOLATION OF A.R.S. 44-1991
(Fraud in Connection with the Offer or Sale of Securities)**

33. The information contained in Paragraph 33 is denied as true.
- a) The information contained in subparagraph (a) is denied as true. This information was provided by Felix Daniel of Rym-Technology Holdings, and believed to be true. Also, there is no knowledge of an investor who hasn't received payments for at least three months.
 - b) The information contained in subparagraph (b) is denied as true. This information was provided by Felix Daniel of Rym-Technology Holdings and believed to be true. Penny Financial was told by the Utah Securities Division that they believed the program was a securities instrument, and to "check into it".
 - c) The information contained in subparagraph (c) is denied as true. This information was provided by Felix Daniel of Rym-Technology Holdings and believed to be true.
 - d) The information contained in subparagraph (d) is denied as true. This information was provided by Felix Daniel of Rym-Technology Holdings and believed to be true.
 - e) The information contained in subparagraph (e) is admitted as true. This information was provided by Felix Daniel of Rym-Technology Holdings and believed to be true. Also, there is no knowledge of an investor who hasn't received payments for at least three months.
34. The information contained in Paragraph 34 is denied as true.
35. The information contained in Paragraph 35 is unknown, but believed to be true.

Since we are not requesting a hearing and do not have the necessary funds to retain legal representation, we would like to submit the following statement:

Terry Penny, on behalf of Penny Financial, Inc. had been contacted by Felix Daniel of Rym-Technology Holdings, LLC on or around December 20, 2005, regarding a new program effective January, 2006 (see Exhibit A). Note: Perry Penny has never personally made contact with Felix Daniel nor anyone associated with Rym-Technology Holdings.

Terry Penny discussed this program with Felix Daniel, which would allow homeowners the opportunity to have their homes paid off in 4, 5 or 6 years. Detailed notes were taken in regards to

the type of investments that would be made by Rym-Technology Holdings (see Exhibit B). The information given by Felix Daniel appeared to be not only obtainable, but extremely beneficial to any homeowner. It was then agreed that Penny Financial, Inc. would market the program, via the website only, on behalf of Rym-Technology Holdings, explain the details of the program to potential investors, assist them to determine if they had enough equity to pay for the program, then once they agreed to enter into the program, their information would be forwarded to Felix Daniel. In return, Penny Financial, Inc. would charge a 2% consulting fee for assisting the investor.

On January 14, 2006, Felix Daniel e-mailed to Terry Penny the updated contracts, which would be signed between himself and the homeowners (investors) when entering into the program (see Exhibit C).

On January 19, 2006, Terry Penny prepared and e-mailed a Non-Circumvent, Non-Disclosure and Confidentiality Agreement to Felix Daniel, which was signed and faxed back the same day. (see Exhibit D). This is the only agreement that Terry Penny and/or Penny Financial, Inc. has with Felix Daniel and/or Rym-Technology Holdings, LLC, other than an Indemnity Agreement, which was signed by both parties on December 1, 2006 (see Exhibit E).

From January 20, 2006 through January 22, 2006, Terry Penny and Felix Daniel were in contact with each other via e-mail regarding changes to be made to the program's presentation which was to appear on Penny Financial's website. Felix Daniel indicated that the information must be approved by himself and his attorney, and on January 25, 2006, Terry Penny informed Felix Daniel that the program was added to Penny Financial's website (see Exhibit F).

On March 2, 2006, Penny Financial was contacted by Lois Johnson of Minnesota, via Penny Financial's website. She was interested in putting their primary residence in the program and had questions. Terry Penny spoke with Lois Johnson and assisted her with the figures and the amount needed to enter into the program. After Lois Johnson and her husband, Tony Johnson, had made their decision, they proceeded to refinance their home to access their equity. In October, they finally closed and were ready to enter into the program. Terry Penny forwarded their information to Felix Daniel. Felix Daniel then prepared their contracts and overnighted them to Mr. and Mrs. Johnson immediately. Mr. and Mrs. Johnson submitted to Penny Financial, Inc. the following: signed Calculation Sheet, signed Self-Amortizing Conditional Payment Note, signed Property Maintenance Terms and Conditions Agreement, their first mortgage payment statement, a voided check, along with a check payable to Rym-Technology Holdings, LLC in the amount of \$41,000 and a check payable to Penny Financial, Inc. in the amount of \$3,280. Penny Financial, Inc. immediately overnighted the package to Felix Daniel at Rym-Technology Holdings in Birmingham, Michigan (see Exhibit I).

Felix Daniel had previously informed Terry Penny that this program was "patent pending" and his patent attorney had also obtained Dow Chemical's patents. On or around April 19, 2006, Terry Penny had questioned Felix Daniel about the patent application and requested a copy. Felix Daniel then forwarded the patent application number, along with his patent attorney's contact information, via e-mail (see Exhibit G). On April 19, 2006, Terry Penny contacted Lynn E. Cargill, the patent attorney for Rym-Technology Holdings and spoke to her for approximately 1 hour. Ms. Cargill indicated to Terry Penny that her home is in the program, as well as some of her staff's homes.

She also stated that immediately upon developing this program, she had Felix Daniel go to the (Michigan) Attorney General's office, the Securities Division and the IRS office to get approval for the program. She also stated that the IRS agents were so impressed with the program, that they were the first 35 people to enter the program. She informed Terry Penny that the program was currently patent pending and their first interview was in November, 2006, and she hoped to have the patent approved at that time. After having this discussion and receiving this information from a licensed attorney, Terry Penny was even more confident in the program.

On August 18, 2006, Terry Penny conducted a background check on Felix Daniel (see Exhibit H). Terry Penny immediately contacted Felix Daniel by phone and addressed some of the items that appeared, in which Felix Daniel provided what seemed to be reasonable explanations.

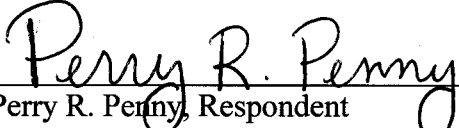
On October 30, 2006, Penny Financial, Inc. received a voice mail message from Michael Hines of the Utah Division of Securities regarding The 5 Years To Freedom program. Terry Penny promptly returned his call and discussed the program with him. He indicated that they were contacted by a potential investor that Terry Penny previously spoke to, who ultimately decided against entering into the program. He stated that he believed the program required a securities license. Terry Penny relayed to him the information that was provided to her by Felix Daniel, which was that this program was not a securities instrument "due to the way the contracts were drawn up", mainly because there was the Property Maintenance Agreement, and also stated that the patent attorney claimed that everything was approved by the Michigan Securities Division. Mr. Hines informed Terry Penny that she should "look into it". Terry Penny immediately contacted an associate who is a securities licensee and he informed her that he did not believe that she needed a license to sell securities because she was not collecting the funds to invest, and that "they're probably only trying to scare you". With that information, Terry Penny decided that the program could remain on the website, but no new investors should enter into the program until more information could be obtained.

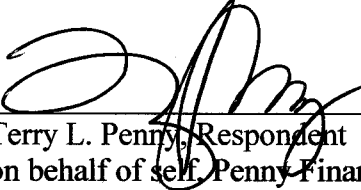
On January 1, 2007, Terry Penny and Penny Financial, Inc. made the decision to discontinue marketing the program due to the fact that it has not been as fruitful as expected. In addition, Terry Penny is currently pregnant (along with 3 small children) and will no longer have the time necessary to promote the program. On January 11, 2007, the program was completely removed from the website and all inquirers are informed that Penny Financial, Inc. is no longer offering the program. Penny Financial, Inc. has voluntarily ceased all marketing and promotion of The 5 Years to Freedom program as of January 11, 2007.

Perry Penny, Terry Penny nor Penny Financial, Inc. never conveyed any information to any potential investors that was believed not to be true, and always allowed them to make their own decisions about the program, without the practice of pressuring them to enter into the program. Perry and Terry Penny, Penny Financial, Inc. and Penny Properties, Inc. would never knowingly mislead anyone into any type of investment that was illegal, immoral or unethical. The entire foundation of Penny Financial, Inc. and Penny Properties, Inc. has always been to help the general public, fellow investors and potential clients, and to offer sound advice with honesty and integrity.

We hope and pray that Perry Penny, Terry Penny, Penny Financial, Inc. and Penny Properties, Inc. are found to be not responsible for any and all violations and intend to cooperate to the best of our ability to resolve this matter.

The above information is to the best of our knowledge, information and belief.


Perry R. Penny, Respondent
on behalf of self, Penny Financial, Inc. and Penny Properties, Inc. Dated: 2/12/07


Terry L. Penny, Respondent
on behalf of self, Penny Financial, Inc. and Penny Properties, Inc. Dated: 2/12/07

Main Identity

From: "felix daniel" <f50dan@yahoo.com>
To: <pennyproperties@cox.net>; <pennyfinancial@cox.net>
Sent: Tuesday, December 20, 2005 6:08 PM
Attach: PROGRAM UPDATE EFFECTIVE JANUARY 1.doc
Subject: NEW PROGRAM

please note new programs effective jan 2006

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around
<http://mail.yahoo.com>

EXHIBIT
A

1/30/2007

PROGRAM UPDATE EFFECTIVE JANUARY 1, 2006

**RYM TECHNOLOGY HOLDINGS, LLC HAS ANNOUNCED
PROGRAMS CHANGES TO ITS 5 YEAR "MORTGAGE
REDUCTION PROGRAM" EFFECTIVE JANUARY 1, 2006
THE PROGRAMS OFFERED WILL BE AS FOLLOWS:**

- (1) 25% EQUITY- 6 YEAR "MORTGAGE REDUCTION
PROGRAM"**
- (2) 35% EQUITY- 5 YEAR "MORTGAGE REDUCTION
PROGRAM"**
- (3) 45% EQUITY- 4 YEAR "MORTGAGE REDUCTION
PROGRAM"**

The customer has a choice of starting their payments immediately and reduce the time of completion by 6 months (example: 5 year program will be only 4 ½ years).

These programs are for refi and cash buy down customers only !

Direct all questions to Felix Daniel @248-890-1171 or 1-800-742-6871

EXHIBIT

B

Mortgage Reduction Program

Rym - Tech

35% of mtg balance
new payment is $\frac{1}{2}$ of ~~new~~ ^{monthly} P + I payment
no pymts for 6 mos.
mtg paid off in 5 yrs.

will have some PIF by June — then patents will be issued

(2 1/2 yr. early)

Funds invested by: NO STOCKS!

- motion pictures
- real estate development - domestic & international
 - developing an entire island in Bahamas
 - Cicily, Italy - Condo conversion (time share)
 - under contract w/ FEMA to build 6,000 homes in Louisiana
- purchase & sell high end AAA gold bonds w/ Merrill Lynch & similar companies (they buy & sell debt)
 - by invitation only, 100% secure

All investments are secured by insurance policy

Main Identity

From: "felix daniel" <f50dan@yahoo.com>
To: "Terry Penny" <pennyfinancial@cox.net>; "Terry Penny" <pennyproperties@cox.net>
Sent: Saturday, January 14, 2006 11:34 AM
Attach: REFI docs SELF_AMORTIZING_01152006.doc; refi_docs_property_maintenance 01152005.doc
Subject: New Docs

Replace all others with these two docs, Thank You

Yahoo! Photos

Got holiday prints? See all the ways to get quality prints in your hands ASAP.

EXHIBIT

C

1/19/2006

SELF-AMORTIZING CONDITIONAL PAYMENT NOTE

\$ _____

_____, 2006
Birmingham, Michigan

1. **Repayment Promise.** FOR VALUE RECEIVED, RYM-TECHNOLOGY HOLDINGS, LLC, a Michigan limited liability company having its principal business address at 330 East Maple Road, Suite 408, Birmingham, Michigan 48009 (hereinafter referred to as the "Borrower") promises to pay to the order of _____, whose address is _____, City, State, Zip (hereinafter referred to as the "Lender") the principal sum of _____ and 00/100 (\$ _____ .00) Dollars, with interest at a rate of _____ (%) percent, amortized from the date proceeds of this Self-Amortizing Conditional Payment Note (hereinafter referred to as the "Note") are disbursed by the Lender to the Borrower for the purposes set forth in that certain Property Maintenance Terms and Conditions Agreement of even date (hereinafter referred to as the "Property Maintenance Agreement") by and between the Lender and the Borrower and until Borrower satisfies and fully performs its obligations thereunder, except that in the event of a default (hereinafter referred to as an "Event of Default") as defined in this Note and the Property Maintenance Agreement, the non-amortized portion of the principal sum shall be immediately due and payable to the Lender.

2. **The Loan.** This Note evidences a _____ and 00/100 (\$ _____ .00) Dollar property maintenance loan (hereinafter referred to as the "Loan") being made available by the Lender to the Borrower from the proceeds of the sale of that certain property more particularly described in Exhibit A to this Note, attached hereto and made a part hereof by this reference (hereinafter referred to as the "Property"), and in accordance with the Property Maintenance Agreement. The Property Maintenance Agreement is incorporated by reference for a statement of the terms and conditions under which the principal of this note and accrued interest may become due and payable. The Borrower agrees to use the proceeds of the Loan in accordance with the terms and restrictions contained in this Note and the Property Maintenance Agreement. The closing on the Loan shall occur on the closing date which shall be the date upon which all conditions contained in Section _____ of this Note have been fulfilled to the Lender's satisfaction. This Note may be modified only upon the written agreement of the Lender and the Borrower.

3. **Term of the Loan.** The term of the Loan evidenced by this Note shall commence on the latter of the following events: (i) the effective date of the Property Maintenance Agreement; or (ii) the date upon which the proceeds of the Loan have been disbursed by the Lender to the Borrower, and mature on _____

4. **Repayment of Principal.** The outstanding principal balance of this Note shall be amortized in accordance with the Statement of Transaction (hereinafter referred to as the "Statement of Transaction"), attached hereto as Exhibit B and made a part hereof by this reference. The entire outstanding principal balance of this Note, and all accrued, unpaid interest thereon, shall mature and be due and payable to the Lender upon the (Length of Deal, ie Fourth, Fifth, Sixth) anniversary of the Property Maintenance Agreement (the "Maturity Date"). In accordance therewith, on the Maturity Date, the Lender shall execute an instrument acceptable to the Borrower and the Lender (the "Discharge Instrument") discharging the Borrower's obligations under this Note, including accrued, unpaid interest thereon, if any, and any and all other costs, fees and charges associated therewith, and discharging all obligations of the Borrower under the Property Maintenance Agreement. The Discharge Instrument shall affirm the Lender's acceptance if the services performed by the Borrower hereunder and under the Property Maintenance Agreement as full satisfaction and payment of the Loan and all other indebtedness evidenced by this Note; provided, however, the repayment of any, or all of the unamortized portion of this Note as represented by the Statement of Transaction, and all accrued interest thereon, may not be accelerated upon the occurrence and continuance of an Event of Default, as hereinafter defined. The Borrower shall have no authority or obligation to prepay the Loan unless the parties hereto otherwise agree in writing.

5. **Use of Proceeds of the Loan.** The Borrower covenants that it shall use the Loan proceeds only to maintain the Property in accordance with the Property Maintenance Agreement, including,

without limitation, to pay all fees, charges, installments, interests, and all other costs and expenses required under this Note and as required for the proper maintenance and security of the Property as described under the Property Maintenance Agreement and to prevent the attachment of any lien thereto as a result of nonpayment of the foregoing.

6. **Security for Loan Repayment.** As security for payment of all amounts due Lender with respect to the Loan, including amounts due under this Note, Borrower agrees to fully perform and complete its obligations under the Property Maintenance Agreement. Lender acknowledges that neither the Borrower's obligations under this Note, nor under the Property Maintenance Agreement, shall constitute or be construed to constitute a guarantee of performance of by the Borrower.

7. **Loan Closing.** The closing of the Loan shall be conditioned upon Lender's receipt and approval of the following documents;

- (a) this Note, executed and acknowledged by the Borrower; and
- (b) the Property Maintenance Agreement, executed and acknowledged by the Borrower and the Lender.

8. **Representations and Warranties of Borrower.** Borrower represents and warrants to Lender that: (a) Borrower is Michigan limited liability company, duly organized, validly existing that in good standing under the laws of the State of Michigan; (b) Borrower has taken all corporate action necessary to authorize the execution, delivery and performance of this Note and confirm that the debt evidenced hereby constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms; (c) except as otherwise disclosed to the Lender, there is not litigation, judgment, confession of judgment, decree, order, order to show cause, writ, lien, notice of pendency, attachment, injunction, or petition, including those on appeal, pending, filed or entered against the Borrower, in any court of law or in any arbitration proceeding that would have a material adverse affect on the Borrower's ability to perform its obligations under this Note.

9. **Events of Default.** Borrower agrees that the occurrence of any of the following events, is hereinafter an "Event of Default,"

- a. a default in the performance of any obligation under this Note, which has not been cured in accordance with the terms and conditions hereof;
- b. a default in the performance of any other obligation to Lender under the Property Maintenance Agreement, which has not been cured in accordance with the terms and conditions thereof;
- c. any warranty or representation made to Lender by Borrower was false in any material respect; or
- d. Borrower dissolves, becomes insolvent, or makes an assignment for the benefit of creditors.

10. **Remedies in the Event of Default.** If an Event of Default shall occur, the Lender may exercise all or any of the following remedies: (a) Lender may, by written notice to the Borrower, exercise any and all remedies available at law or in equity for the enforcement of this Note and the Borrower's obligations under the Property Maintenance Agreement; and (b) Lender may protect and enforce its rights by judicial proceedings, including, in appropriate cases, an award for specific performance or other equitable remedy in aid of the exercise of power granted in or pursuant to this Note or under the Property Maintenance Agreement. In the Event of Default, Lender acknowledges that prior to the Maturity Date, Lender may not, shall not, and shall have no authority to accelerate or call all such indebtedness due hereunder automatically and immediately due and payable, the parties understanding that the proceeds of the Loan shall be have been fully disbursed in accordance with the terms of this Note.

11. **No Waiver by Lender.** No delay by the Lender shall be a waiver of the exercise of any right or remedy. No single or partial exercise by the Lender of any right or remedy shall preclude any other or future exercise of that or any other right or remedy. No waiver by the holder of any default or of any provision of this Note shall be effective unless it is in writing and signed by the Lender. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

12. **Governing Law.** This Note shall be governed by and interpreted according to the laws of the State of Michigan, without giving effect to conflict-of-laws principles. Borrower irrevocably agrees and consents that any action against Borrower to collect or enforce this Note may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Wayne County, Michigan, and that any such court shall have personal jurisdiction over Borrower for purposes of such action.

LENDER AND BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM") THAT IS BASED UPON, ARISES OUT OF, OR RELATES TO THIS NOTE OR THE INDEBTEDNESS EVIDENCED BY IT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM BASED UPON, ARISING OUT OF, OR RELATING TO ANY ACTION OR INACTION OF LENDER IN CONNECTION WITH ANY ACCELERATION, ENFORCEMENT, OR COLLECTION OF THIS NOTE OR SUCH INDEBTEDNESS.

13. **Assignment.** The Loan evidenced by this Note shall not be assigned or transferred by the Borrower for assumption of payment nor assumed without the prior written consent of the Lender.

14. **Writing Required for Amendments, Termination or Discharge.** This Note may not be modified, terminated or discharged, nor shall any waiver hereunder be effective, except pursuant to a written instrument signed by the party against whom the same is asserted.

15. **Notices.** All notices, requests, demands, consents, waivers and other communications given under any provision of this Note shall be in writing and shall be delivered (i) in person by courier delivery; or (ii) mailed, and if mailed, then first-class postage prepaid, registered or certified mail, return receipt requested, address as stated in the preamble to this Note, or such other address as specified in written notice duly given to the other party. Any such notice shall be deemed delivered three (3) business days after the same shall have been provided in the manner set forth herein.

IN WITNESS WHEREOF, and as evidence of its assent to the terms herein, Borrower has executed this Note as of the day and year first above-written.

"BORROWER"

RYM-TECHNOLOGY HOLDINGS, LLC
a Michigan limited liability company

By: _____
Felix Daniel, Vice President

Acknowledged:

"CREDITOR"

By: _____

PROPERTY MAINTENANCE TERMS AND CONDITIONS AGREEMENT

THIS PROPERTY MAINTENANCE TERMS AND CONDITIONS AGREEMENT (hereinafter referred to as the "Property Maintenance Agreement") is made this 9th day of August 2005, by and between RYM-Technology, Holdings, LLC, a Michigan limited liability company, with its principal place of business located at 330 East Maple Road, Birmingham, Michigan, 48009, (hereinafter referred to as the "Agent") and **Clients name**, an individuals residing at **Clients address.**, **Clients city** , **Clients state**, **Clients Zip** , (hereinafter referred to as the "Holder").

WITNESSETH:

WHEREAS, the Holder is the fee title holder, to that certain property located in the city of **City**, **State**, which property is more particularly described in Exhibit A to this Property Maintenance Agreement, and made a part hereof by this reference (hereinafter referred to as the "Property"); and

WHEREAS, in consideration of a that certain loan in the amount of **Any amount and 0/100 (\$0.00) Dollars** (hereinafter referred to as the "Loan") made by the Holder to the Agent on even date herewith, as evidenced by that certain Self-Amortizing Conditional Payment Note (hereinafter referred to as the "Note"), the Agent has agreed, among other things, to (i) maintain the Property for and on behalf of the Holder; (ii) repay the Loan in accordance with the terms and conditions of the Note; and (iii) limit its possessory rights to the Property during the term of the Note; and

WHEREAS, the Holder and the Agent desire to particularly describe the rights and responsibilities of the Agent with regard to maintenance of the Property during the term of the Note, and the rights and responsibilities of the Holder during the term of the Note.

NOW, THEREFORE, in consideration of the Property, the mutual understandings and agreements by and between the Holder and the Agent, the parties hereto covenant and agree

1. TERM. This Property Maintenance Agreement shall be for a term of **five (5) years**, commencing on **Beginning Date**, (the "Commencement Date"), and ending on **Ending Date** (hereinafter referred to as the "Maturity Date").

2. PROPERTY MAINTENANCE OBLIGATIONS OF THE AGENT. During the term of this Property Maintenance Agreement, the Agent, on behalf of the Holder and in consideration of the Loan evidenced by the Note, shall be deemed to have satisfied its obligations under the Note by undertaking the following responsibilities as relates to the Property:

- a. As relates to the first mortgage lien on the Property in the amount of **Any amount and 00/100 (\$0.00) Dollars**, in favor of **Clients Mortgage Company** (hereinafter referred to as the "First Mortgage"), pay all mortgage payments and fees incurred in connection with said mortgage on the Property;
- b. During the term of this Property Maintenance Agreement and prior to or upon the Maturity Date hereof, pay or cause to be paid the entire balance represented by the First Mortgage; provided same has not been extended, modified, altered, changed or amended by the Holder

3. VACATION AND ABANDONMENT. The Holder shall not vacate or abandon the Property during the term of this Property Maintenance Agreement. If the Holder does abandon or vacate the Property or is dispossessed by process of law or otherwise, such unlawful vacation or abandonment shall be a default hereunder and any personal property of the Holder that is left on the Property shall be deemed abandoned by the Holder and shall be deemed a part of the Property. In addition to any other rights and remedies available to the Agent hereunder, in the event of default occasioned by the abandonment of the Property, the Agent shall have the authority to dispose of any personal property belonging to the Holder in whatever manner it chooses, in its sole and absolute discretion.

4. TAXES AND INSURANCE. The Holder shall be obligated to pay all property taxes and special assessments levied against the Property and the lands and improvements associated therewith. The Holder shall pay all personal property taxes assessed against any personal property owned by Holder on the Property.

The Holder shall insure the Property, including the building and improvements and the land on which they are situate, against loss or damage under a policy of fire or extended coverage insurance in amounts the Agent deems appropriate.

Holder shall comply in all respects with any policy of insurance now upon or covering the Property, or which may hereafter be secured with respect to same. Holder agrees the he will not permit anything to be done on or about the Property or the improvements associated therewith which could have the result of voiding any hazard or other insurance or increase the rate of insurance thereon or upon the personal property kept on the Property.

Holder shall indemnify Agent and keep Agent harmless from any liability or claim for damages that may be asserted against Agent because of any accident or casualty occurring on or about the Property as a result of the Holder's negligence, or the negligence, misfeasance or malfeasance of Holder's family members, agents, visitors or licensees.

5. UTILITIES. Holder shall be responsible for all utilities, including, but not limited to, water and sewerage. Holder shall pay all charges and deposits for the utilities provided to or used in the Property during the term of this Property Maintenance Agreement. Agent shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of the Agent.

6. FIRE AND CASUALTY. If during the term of this Property Maintenance Agreement, the Property is partially or totally destroyed by fire or other casualty covered by insurance, with or without the fault or neglect of the Holder or Holder's family members, agents, visitors or licensees, so as to become partially or totally uninhabitable, the Property shall be repaired as speedily as possible at Holder's expense. During the pendency of such repairs, the Holder shall continue to perform its obligations hereunder and under the Note and the Agent shall have no obligation for the cost or expense of said repairs. No penalty shall accrue against the Agent for reasonable delay which may arise by reason of adjustment of fire insurance on the part of the Holder or for reasonable delay on account of "labor troubles", or any other cause beyond the Agent's control.

If during the term of this Property Maintenance Agreement, the Property is partially or totally destroyed by fire or other casualty, and the cost of restoring the Property or any buildings associated therewith to its prior condition equals or exceeds fifty (50%) percent of its fair replacement value immediately before the damage, or if the Property is damaged by casualty not insured against by the Holder, the Agent shall have the right to terminate this Property Maintenance Agreement by giving Holder written notice of its election to do so within fifteen (15) days after the date on which the damage occurs. Upon the giving of the notice, this Property Maintenance Agreement shall terminate as of the date on which the damage occurred, and the payments due to Agent shall be adjusted to that date and the Agent shall have no further responsibility hereunder or under the Note associated herewith. If the notice by Agent is not given, this Property Maintenance Agreement shall continue and the Holder shall cause the Property or the any portion thereof so damaged to be repaired and restored with due diligence.

Notwithstanding the foregoing, (i) if more than seventy-five per cent (75%) of the improvements on the Property are destroyed, or (ii) if more than fifty per cent (50%) of such improvements are destroyed during the last year of the Property Maintenance Agreement, unless Holder otherwise directs Agent, then in either such case the Property shall not be restored unless the parties mutually agree to do so. If the Property is not restored, this Property Maintenance Agreement shall be terminated and the Agent shall have no further responsibility hereunder or under the Note associated herewith. Agent shall have no obligation hereunder or under the Note, if the insurance proceeds are paid to any mortgagee under any mortgage upon the Property.

7. REQUIREMENTS OF LAW. Holder shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, which shall impose any duty upon the Agent or Holder with respect to the Property or the use or occupancy thereof; and shall not do or permit to be done any act or thing upon the Property or the buildings or grounds associated therewith which shall or might subject the Agent to any liability or responsibility for injury to any person or persons or to any property by reason of any business or operation being carried on or upon the Property.

8. CONDEMNATION. If the whole or any part of the Property is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Property Maintenance Agreement shall cease on that part of the Property to be taken from the day the possession of that part shall be acquired by public authority, and the payments due under hereunder and under the Note shall be prorated accordingly. If the taking of a portion of the Property substantially impairs the usefulness of the Property for the purpose for which the Holder occupies the premises, Holder shall have the right either to terminate this Property Maintenance Agreement or to continue in the possession of the remainder of the Property under the terms and conditions of this Agreement, except that the payments due hereunder and under the Note shall be reduced in proportion to the amount of the Property taken. All damages awarded for the taking shall belong to and be the property of the Agent to satisfy any existing mortgage or other lien obligation of the Holder, whether the damages are awarded as compensation for diminution of value of the fee of the Property. Any surplus shall be awarded to the Holder. The Agent shall have no obligation hereunder or under the Note, if the condemnation proceeds are paid to any mortgagee under any mortgage upon the Property.

9. INDEMNIFICATION. Holder shall defend, indemnify and hold harmless Agent, and Agent's officers, directors, members, employees agents and assigns, from and against any and all claims, suits, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed upon, incurred by, or asserted against Agent or Agent's officers, directors, members, employees, agents or assigns, for personal injuries, death or property damage, damage to natural resources or environmental contamination occurring or originating on or about the Property from any cause whatsoever except the acts or omissions of Agent, its agents, members, employees or invitees, from, and after the Commencement Date and during the term of this Property Maintenance Agreement and any renewal periods, including, without limitation, Holder's failure to comply with any provision of this agreement. The indemnities provided herein shall include reasonable attorneys' fees, court costs, professional witness fees and other costs incurred by Agent, or Agent's officers, directors, employees, agents and assigns, in connection with such damages or to enforce the indemnity given hereunder.

10. DEFAULT AND REMEDIES. Each of the following shall be a default by Holder hereunder:

- a. Failure of Holder to make payments required hereunder and under the Note when due or to pay or caused to be paid any impositions, insurance premiums or other liquidated sums of money herein stipulated to be paid by Holder, if such failure shall continue for a period of fifteen (15) days after said payment is due under the terms hereof;
- b. Failure by Holder to perform or observe any of the provisions of this Property Maintenance Agreement, other than the payment of installments required under the Note, stipulated in this agreement to be observed and performed by Holder, if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Agent to Holder; provided, however, that if any such failure cannot be reasonably be cured within such thirty (30) day period, then Agent shall not have the right to terminate this Property Maintenance Agreement or Holder's right to possession of the Property hereunder so long as Holder promptly commences the curing of such failure and thereafter proceeds in good faith and with due diligence to remedy and correct such failure within a reasonable period of time; provided however, that such period shall not extend for more than ninety (90) days after the date of Agent's notice to Holder.
- c. The subjection of any right or interest of the Holder in the Property to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days;
- d. The appointment of a receiver, if such receivership is not terminated, dismissed or vacated within sixty (60) days after the appointment of the receiver;

- e. Holder shall file a petition for voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or federal, now or hereafter in effect;
- f. Within ninety (90) days after the filing against Holder of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed; or
- g. Holder shall make a general assignment for the benefit of creditors or shall admit in writing his insolvency or inability to pay his debts as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of his property, or the Property.

At any time after the occurrence of a default hereunder, the Agent may, without limitation or waiver of any rights or remedies it may otherwise have at law or in equity, but subject in all respects to the provisions of this Property Maintenance Agreement with respect Holder's right to purchase Agent's interest in the Property pursuant to Article 13 hereof, exercise any one or more of the following rights:

- a. Accelerate the full balance of the payments required hereunder and under the Note for the remainder of the term and sue for the sums due;
- b. Terminate this Property Maintenance Agreement by giving written notice thereof, setting forth in such notice an effective date for termination which shall not be less than thirty (30) days after the date of such notice, in which event this Property Maintenance Agreement and the estate created hereby and all interest of Holder and all parties claiming by and through the Holder, shall automatically terminate upon the effective date for termination set forth in the notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally affixed in Article 2 hereof for the expiration of this Property Maintenance Agreement. If suit is brought to recover the possession of the Property, to recover any payments due hereunder or under the Note or any other amount due under the provisions of this Property Maintenance Agreement, or because of the breach of any other covenant to be performed by Holder, and a default is established, then Holder shall pay to the Agent all expenses incurred in the actions, including reasonable attorneys' fees, court costs, professional witness fees and other costs incurred by Agent, or Agent's officers, directors, employees, agents and assigns, in connection with such damages or to enforce the the provisions hereunder, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment; or

- c. Without terminating this Property Maintenance Agreement, re-enter the Property and dispossess Holder or any other occupant of the Property, remove Holder's effects, and lease the Property for the account of the Holder for rent and upon terms that are satisfactory to the Agent, crediting the proceeds, after deducting the costs and expense of re-entry, alterations, additions, and leasing, to the delinquent payments required hereunder or under the Note and other amounts due under this Property Maintenance Agreement during the remainder of the term, and the Holder shall remain liable to the Agent for the balance owed.

Agent shall be in default of this Property Maintenance Agreement if it fails to perform any provision of this agreement that it is obligated to perform or if any of the Agent's representations and warranties are untrue or become untrue in any material respect, and if the failure to perform or the failure of such representation or warranty is not cured within thirty (30) days after written notice of the default has been given to the Agent by the Holder. If the default cannot reasonably be cured within thirty (30) days, the Agent shall not be in default of this Property Maintenance Agreement if Agent commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the failure until completion.

If the Agent shall have failed to cure a default after expiration of the applicable time for cure, the Holder, at its election, but without obligation therefore, may (i) seek specific performance of any obligation of the Agent, after which the Holder shall retain, and may exercise and enforce, any and all right that Holder may have against the Agent as a result of such default; (ii) from time to time without releasing the Agent in whole or in part from the obligations to be performed hereunder, may cure the default at Holder's sole cost, (iii) exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable cost incurred by Holder in order to cure such default by the Agent shall be due immediately from the Agent, and may be offset against any amounts due from Holder to Agent. THE HOLDER AGREES THAT IT SHALL NOT HAVE THE RIGHT TO ACCELERATE ITS PURCHASE OF THE AGENT'S INTEREST IN THE PROPERTY PURSUANT TO ARTICLE 13 HEREOF PRIOR TO THE MATURITY DATE, WITHOUT INCURRING THE PREPAYMENT PENALTY DESCRIBED THEREIN.

11. TRANSFER OF AGENT'S INTEREST. Upon the Maturity Date of this Property Maintenance Agreement, and provided no default by the Holder exists or is continuing, the Holder shall execute an instrument acceptable to the Agent and the Holder (the "Discharge Instrument") discharging the Agent's obligations hereunder and under the Note, including accrued, unpaid interest thereon, if any, and any and all other costs, fees and charges associated therewith. The Discharge Instrument shall affirm the Holder's acceptance of the services performed by the Agent and under this Property Maintenance Agreement as full satisfaction and payment of the loan evidenced hereby and by the Note and all other indebtedness evidenced by the Note. The Agent shall have no obligation to prepay the loan evidenced by the Note unless the parties hereto otherwise agree in writing.

If prior to the Maturity Date of this Property Maintenance Agreement, the Holder has committed a default, which is uncured and for which the time to cure has elapsed, and the Agent has exercised its right to terminate this Property Maintenance Agreement due to an uncured default by the Holder, the Holder, in addition to delivering the Discharge Instrument, shall also be required to pay to the Agent the total amount of any and all damages, losses, costs, expenses,

claims, and demands incurred by the Agent as a result of the earlier termination of this Agreement.

If the Agent has committed a default under this Property Maintenance Agreement, which is uncured and for which the time to cure has elapsed, the Holder shall not be entitled to accelerate the Agent's obligations to pay off the entire indebtedness secured by a first mortgage or any other lien on the Property prior to the Maturity Date, and the Agent shall have no obligation to accelerate same unless and until the Holder provides the Agent with satisfactory evidence, in the Agent's sole discretion, of Holder's ability to discharge any and all such indebtedness. Otherwise, the Holder shall have only those rights set forth in Article 12 hereof.

12. CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Property Maintenance Agreement nor the intent of any provision hereof.

13. ENTIRE AGREEMENT. This Property Maintenance Agreement supersedes all prior discussions and agreements between the parties with respect to the Property. This Property Maintenance Agreement contains the sole and entire understanding between the parties with respect to the maintenance of the Property pursuant to this agreement, and all promises, inducements, offers, solicitations, agreements, representations, warranties heretofore made between the parties, if any, are merged into this Property Maintenance Agreement. This Property Maintenance Agreement shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this Property Maintenance Agreement, and to which the Agent has consented in writing.

14. GOVERNING LAW. This Property Maintenance Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Michigan.

15. BINDING EFFECT. This Property Maintenance Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors, and permitted assigns.

16. SEVERABILITY. In the event any provision or portion of this Property Maintenance Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

17. GENDER. Words of any gender used in this Property Maintenance Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and the singular, unless the context requires otherwise.

18. EXHIBITS. Each and every exhibit referred to or otherwise mentioned in this Property Maintenance Agreement is attached to this agreement and is and shall be construed to be made a part of this Property Maintenance Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner as with the same

effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

19. REFERENCES. All references to paragraphs or subparagraphs or articles shall be deemed to refer to the appropriate paragraph, subparagraph or article of this Property Maintenance Agreement. Unless otherwise specified in this Property Maintenance Agreement, the terms, "herein," "hereof," "hereinafter," "hereunder," "and other terms of like or similar import, shall be deemed to refer to this Property Maintenance Agreement as a whole, and not any particular paragraph or subparagraph hereof.

20. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Property Maintenance Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21. NOTICES. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, recognized national overnight delivery service, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall not be deemed to be receipt of notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.

If to Agent:

RYM Technology
330 East Maple Road, Suite #408
Birmingham, Michigan 48009
Attention: Property Management Department

With a copy to:

Teresa N. Gueyser
Law Office of Teresa N. Gueyser
8109 East Jefferson Avenue, Second Floor
Detroit, Michigan 48214

If to Holder:

Clients Name
Clients Address
Clients City, State, Zip

With a copy to:

Teresa N. Gueyser
Law Office of Teresa N. Gueyser
8109 East Jefferson Avenue, Second Floor
Detroit, Michigan 48214

Holder hereby acknowledges that he has read this entire Property Maintenance Agreement consisting of 10 pages, 23 articles, and 1 exhibits, and by his signature below, agrees to and will be bound by the terms hereof.

(This space intentionally left blank. Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Property Maintenance Agreement as of the day and year first above written.

WITNESSES:

RYM TECHNOLOGY HOLDINGS, LLC:
a Michigan limited liability company

By: _____

Its: _____

HOLDER(s):

**NON-CIRCUMVENT, NON-DISCLOSURE
AND CONFIDENTIALITY AGREEMENT**

This Agreement entered into on this 19th day of January, 2006, is for the Non-Circumvent, Non-Disclosure and Confidentiality between PENNY FINANCIAL, INC. (Consultant/Referrer), whose office is located at 835 W. WARNER RD., STE. 101-179, GILBERT, AZ 85233 and RYM TECHNOLOGY HOLDINGS, LLC (Investing Source), whose office is located at 330 EAST MAPLE RD., STE. 408, BIRMINGHAM, MI 48009.

The Parties with this Agreement, agree to respect the integrity and tangible value of this agreement between them.

This Agreement is to be applied to any and all transactions, present and future, of the introducing party, including subsequent follow up, respect, and extended renegotiations, and new transactions regardless of the success of the deal.

The Parties involved may learn from one another, or from principal, the name and telephone number of clients, investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trust, or buyers and sellers herein after called "contacts". The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other party as exclusive and valuable contacts of the Introducing Party and will remain so for the duration of this Agreement.

The Parties agree to keep confidential the name of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporation, joint venture partnerships, divisions, subsidiaries, employees, agency, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transaction with any of the contacts without first entering a written Agreement with the party who provided such contact unless that party gives prior written permission. Such confidentiality will include any names, address, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding method, concept, ideas, product/service, or proposed service, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

The Parties will construe this Agreement in accordance with the law of the State of Arizona, County of Maricopa. If any provision of this agreement is found to be

**EXHIBIT
D**

void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

This Agreement contains the entire understanding between the Parties and any waiver, amendment or modification to this Agreement will be subject to the above condition and must be attached hereto.

Upon execution of this Agreement by signature below, the Parties agree that any individual, firm, company, associates and corporation, joint venture partnerships, divisions, subsidiaries, employees, agents, heirs, assignees, designees or consultants of which that sign, officer, heirs, successor, assignee or designee is bound by the terms of this Agreement.

A facsimile copy of this Non-Circumvent, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into this Agreement.

For PENNY FINANCIAL, INC.



Terry L. Penny, Director of Management
835 W. Warner Rd., Ste. 101-179
Gilbert, AZ 85233
Office: 888-499-2464
Fax: 480-507-8304
E-mail: PennyFinancial@cox.net

For RYM TECHNOLOGY HOLDINGS, LLC



Felix Daniel, Vice President
330 East Maple Rd., Ste. 408
Birmingham, MI 48009
Office: 800-750-8924
Fax: 888-235-7053
E-mail: f50dan@yahoo.com

INDEMNITY AGREEMENT

The undersigned jointly and severally agree to indemnify and save harmless Terry Penny, Penny Financial, Inc. and/or Penny Properties, Inc. (Indemnities) and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following:

Default of Payment Note, Property Maintenance Agreement or any default involving clients (also referred to as "Lender" and "Holder") introduced to the undersigned by the Indemnities.

In the event of any asserted claim, the Indemnities shall provide the undersigned reasonable timely written notice of same, and thereafter the undersigned shall, at its own expense, defend, protect and save harmless Indemnities against said claim or any loss or liability thereunder.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnities shall have full rights to defend, pay or settle said claim on its own behalf without notice to undersigned and will full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

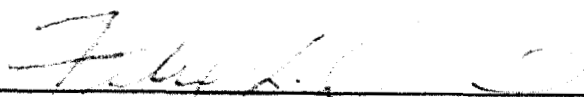
This agreement shall be unlimited as to amount or duration.


This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

A signed facsimile of this document shall be deemed and considered as an original, binding, and enforceable document.

Signed this 1st day of December, 2006.

EXHIBIT E


Felix Daniel, Managing Member
Rym Technology Holdings, LLC


Terry Penny, Vice President
Penny Financial, Inc.
Penny Properties, Inc.

Main Identity

From: "Penny Financial, Inc." <PennyFinancial@cox.net>
To: "RYM - Daniel, Felix" <f50dan@yahoo.com>
Sent: Friday, January 20, 2006 11:18 AM
Attach: 5 YRS TO FREEDOM PROGRAM.doc
Subject: Final Draft

Hi Felix:

Attached is the final draft of our "5 YEARS TO FREEDOM" Program presentation. Per your request, the following changes were made:

Page 12: changed "patented" to "patent pending"

Page 13: removed Q & A: "What if your company goes out of business?"

Please review, then call me to give me the go ahead to start our marketing of this program.

Thanks,

Terry Penny

EXHIBIT
F

1/25/2006

Main Identity

From: "felix daniel" <f50dan@yahoo.com>
To: "Terry Penny" <pennyfinancial@cox.net>; "Terry Penny" <pennyproperties@cox.net>
Sent: Sunday, January 22, 2006 5:20 AM
Subject: mininum values

terryplease note the mininum value on real property is \$50,000 and on anything else \$50,000

Yahoo! Photos

Got holiday prints? See all the ways to get quality prints in your hands ASAP.

1/22/2006

Main Identity

From: "Penny Financial, Inc." <PennyFinancial@cox.net>
To: "RYM - Daniel, Felix" <f50dan@yahoo.com>
Sent: Wednesday, January 25, 2006 2:12 PM
Subject: Presentation on website

Hi Felix:

I just wanted to let you know that I've added The 5 YEARS TO FREEDOM Program to our website:
www.PennyFinancialInc.com



1/25/2006

Main Identity

From: <felixd1@comcast.net>
To: <pennyproperties@cox.net>
Sent: Wednesday, April 19, 2006 12:37 PM
Subject: FW: The number you requested

EXHIBIT

G

here is info requested be careful who you give

----- Forwarded Message: -----

From: "Lynn Cargill" <cargillpatents@usa.net>
To: "Felix Daniel" <felixd1@comcast.net>
Subject: The number you requested
Date: Wed, 19 Apr 2006 19:23:59 +0000

Dear Felix,

Regarding your conversation with Lynn at 3 p.m. today, the number you requested is 11/093,403.

Per Lynn, be sure to have anyone you talk to, sign the secrecy agreement before you release this information.

Carol Reed

Assistant to Lynn E. Cargill

Cargill & Associates, P.L.L.C.
56 Macomb Place
Mt. Clemens MI 48043-5636
Phone: 586-465-6600
Fax: 586-465-5566
E-mail: cargillpatents@usa.net

Interview in Nov.

4/19/2006

patent application #

Her home is in the program

spoke to Lynn, atty

1st 35 people
in prison
were
IRS agents

Not from
my co.
prints on trial

8-18-04

Spoke to Felix - info on
Background checks is not his.

BK - son (Felix Jr) started a
heating + cooling co. - Felix co-signed
for him - Bus. went bad.

Atty had them both file BK
for bus. loan - nothing to do w/
personal debt. BK for Sr. + Jr
are same date, same atty.

All judgments ^(+ tax liens) belong to his son -
pertaining to the business.

EXHIBIT

H

Main Identity

From:
To:
Sent: Friday, August 18, 2006 6:51 AM
Subject: Felix Daniel



Member Status:

[\[Sign Out\]](#) | [Ma](#)

Customer Service: 425.974.6100 | [Vie](#)

Verification Services

Background Information
Phone Number
Verification
Property & Area
Information

Information Services

People Search
Search By Phone
Number
Criminal Records

Protection Services

IDWatch
Background Check
All Products &
Services

Business Ser

Employee &
Screening
IDWatch For
Batch & Lead

Purchase Receipt Information

- Your credit card statement will reflect a charge from Intelius.
- Your transaction was successful. **\$64.90** has been charged to your account.
- Your Order Number is
- You may contact our **Customer Support 425.974.6100** with any questions.

Membership Specials

Get 10% Off on ALL purchases for 1 year with Club Intelius Membership!

BACKGROUND REPORT - AUGUST 18, 2006

Search Summary

Name Felix Daniel

Report Contents

- | | |
|--|---|
| ■ Address History | ■ Personal Public Records Data |
| ■ Single State Criminal Check | ■ Area Sex Offender Check |
| ■ Single State Civil Judgments | ■ Relatives and Associates Report |

8/18/2006

- Property Report
- Nationwide Criminal Check
- Run Another Background Report
- People Search Report

What is a Background Check?

A Background Report contains information collected from public records and publicly available data. The report is designed as a service to assist you in locating or verifying an individual's background information. The data within the report is compiled from thousands of different sources that include government, property, and other public record repositories. The Intelius service organizes and integrates information together as a convenient service for you. **It is important to understand that public records are only as accurate as the agencies that input them. Please be sure to closely review the public information listed about the individual that you may be researching in the report.**

ADDRESS HISTORY FOR FELIX DANIEL

What is an Address History?

This report section lists historical addresses associated with an individual from public records. An Address History can assist in flagging address exceptions that may exist in public records. The addresses and phone numbers are not listed in date order and should be individually reviewed.

Address	Phone	Additional Reports
12005 ROBSON ST DETROIT, MI 48227	(313) 836-8351	
16400 N PARK DR #APT 418 SOUTHFIELD, MI 48075	(248) 559-5812	<u>Property Report</u>
UNIVERSITY STA PROVO, UT 84602		<u>Property Report</u>
7800 PIERSON ST #APT 117 DETROIT, MI 48228	(313) 593-3057	<u>Property Report</u>
18713 ADDISON 18713 ADDIS SOUTHFIELD, MI 48075		<u>Property Report</u>
8277 ROBSON ST DETROIT, MI 48228		<u>Property Report</u>
22485 MALTA ST DETROIT, MI 48223		<u>Property Report</u>

PERSONAL PUBLIC RECORDS DATA

What is Personal Public Records Data?

Personal public records data refers to information such as aliases, birth dates, age and other data found to be connected to Felix Daniel in the public record. This information can further help you by identifying alternate and/or maiden names, age variations, and any other information that may be associated with Felix Daniel. **Personal public record data can be inaccurate, so its important to understand what is in the public records for Felix Daniel**

Personal Public Record Data

Subject Name: Felix Daniel

Listed Date Of Births: 05/30/1976

Listed Ages: 30

SINGLE STATE CRIMINAL CHECK

What is a Single State Criminal Check?

This section lists criminal records from county courts, department of corrections, administrative of the courts, and other legal agencies for the selected state. The types of offenses include felonies, misdemeanors, sexual offenses, and more. Please closely review each record as subjects with a common name may return multiple criminal record results.

Nationwide Criminal Check Offer

"30% of people change their addresses nationwide each year...especially criminals"

Get 10% off on a Nationwide Criminal Check for Felix Daniel now.

Criminal Check Disclaimer

- Customers are charged a search fee for executing a Criminal Check. The Criminal Check report returns results which may include all criminal records or no results found on the individual.
- In the event of using this service for criminal background checks, you should not assume that this data provides a complete or accurate history of any person's criminal history.
- You should use extreme caution when interpreting the results of a criminal background search for any type of personal verification.
- Positive or false matches in criminal searches may not provide confirmation of an individual's criminal background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of this data.

Criminal Check for all Felix Daniel in the state of MI

Record 1:

Identification	Offense
Name: FELIX DANIEL	Case Number: 6590W
Source: Michigan	Offense ID MI_DOC2012550630551
Sex: MALE	Offense Date 01/14/1989
DOB: 06/30/1955	Offense Code 750110
Race: BLACK	Offense BREAK & ENTER A BUILDING WITH INTENT
Height: 5'6"	Sentence Comments CONVICTED BY: PLEA
Weight: 140LBS	
Eye Color: BROWN	
Hair Color: BLACK	

AREA SEX OFFENDER LIST

What is an Area Sex Offender Check?

This section lists registered sex offender records for the area associated with the selected property address in this report. These records are compiled from county courts, Administrative of the Courts (AOC), Department of Corrections (DOC), and other legal agencies for the state associated with property address. Please carefully read the Area Sex Offender Check Disclaimer below.

Area Sex Offender Check Disclaimer

- Customers are charged a search fee for executing an Area Sex Offender Check check. The Area Sex Offender Check report returns results which may include all Area Sex Offender Check records or no results found on the individual.
- In the event of using this service for background check, you should not assume that this provides a complete or accurate history of any person's Area Sex Offender Check history.
- You should use extreme caution when interpreting the results of an Area Sex Offender Check background search for any type of personal verification.
- Positive or false matches in Area Sex Offender Searches may not provide confirmation of individual's criminal background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of data.

Name & Address	Offense & Description
ALEXANDER, HUDSON CASSANOVA	Offense: CRIMINAL SEXUAL CONDUCT 1ST

[Run Criminal Check]

15800 PROVIDENCE 1005A
SOUTHFIELD, 48075

ANTHONY, GREATHOUSE MARK
[Run Criminal Check]

25769 MULROY
SOUTHFIELD, 48075

AVANTS, WILLIE
[Run Criminal Check]

20733 CAMDEN APT 108
SOUTHFIELD, 48075

BERRY, JAY MICHAEL
[Run Criminal Check]

16150 OXLEY APT 202
SOUTHFIELD, 48075

BROOKS, SMITH JR
[Run Criminal Check]

19012 SILVERCREST
SOUTHFIELD, 48075

CECCATO, PAUL FRANCIS
[Run Criminal Check]

21890 MADA
SOUTHFIELD, 48075

COMPTON, CHARLES EARL
[Run Criminal Check]

20411 MADA
SOUTHFIELD, 48075

CORWIN, SNEED JOHN
[Run Criminal Check]

5000 TOWN CENTER 1704
SOUTHFIELD, 48075

DICKOW, THOMAS S
[Run Criminal Check]

17017 W NINE MILE 824
SOUTHFIELD, 48075

DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: MALE

Offense: CRIMINAL SEXUAL CONDUCT-3RD
DEGREE (PERSON 13-15)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE ASSAULT
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (MULTIPLE VARIABLES)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (INCAPACITATED VICTIM)
Description: WHITE MALE

DRAKE, OCIE
[Run Criminal Check]

23990 LEE BAKER DR
SOUTHFIELD, 48075

EARL, COMPTON CHARLES
[Run Criminal Check]

20411 MADA
SOUTHFIELD, 48075

EDWARD, GATLIN DENNY
[Run Criminal Check]

29130 LEEMOUR
SOUTHFIELD, 48075

EVANS, ANTOINE RICARDO
[Run Criminal Check]

15700 PROVIDENCE APT 211
SOUTHFIELD, 48075

FRANCIS, CECCATO PAUL
[Run Criminal Check]

21890 MADA
SOUTHFIELD, 48075

GATLIN, DENNY EDWARD
[Run Criminal Check]

29130 LEEMOUR
SOUTHFIELD, 48075

GREATHOUSE, MARK ANTHONY
[Run Criminal Check]

25769 MULROY
SOUTHFIELD, 48075

HAYES, RANDAL VERNELL
[Run Criminal Check]

24320 PIERCE
SOUTHFIELD, 48075

HUDSON, CASSANOVA ALEXANDER
[Run Criminal Check]

15800 PROVIDENCE 1005A

Offense: CRIMINAL SEXUAL CONDUCT-3RD
DEGREE (PERSON 13-15)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (MULTIPLE VARIABLES)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 1ST
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE ASSAULT
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 1ST
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

SOUTHFIELD, 48075

JOHNNY, STEVENSON JAMAL
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

19241 MELROSE AVE
SOUTHFIELD, 48075

KEITH, WALKER RODNEY
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE(FORCE OR COERCION)
Description: BLACK MALE

17137 SHERFIELD
SOUTHFIELD, 48075

MARK, THOMPSON JASON
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

23257 PLUMBROOKE DR
SOUTHFIELD, 48075

MCNUTT, JAMES PAUL
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (PERSON UNDER 13)
Description: WHITE MALE

20120 MIDWAY
SOUTHFIELD, 48075

MICHAEL, BERRY JAY
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT-3RD
DEGREE (PERSON 13-15)
Description: BLACK MALE

16150 OXLEY APT 202
SOUTHFIELD, 48075

MIQUEL, DAVIS OMAR
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 1ST
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

20426 WESTLAND DR
SOUTHFIELD, 48075

MITCHELL, RUSH TODD
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

18272 NEW HAMPSHIRE
SOUTHFIELD, 48075

NORRIS, MAURICE A
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE ASSAULT
Description: BLACK MALE

17017 W NINE MILE902
SOUTHFIELD, 48075

OCIE, DRAKE
[Run Criminal Check]

Offense: CRIMINAL SEXUAL CONDUCT-3RD
DEGREE (PERSON 13-15)

23990 LEE BAKER DR
SOUTHFIELD, 48075

PAUL, MCNUTT JAMES
[Run Criminal Check]

20120 MIDWAY
SOUTHFIELD, 48075

RUSH, TODD MITCHELL
[Run Criminal Check]

18272 NEW HAMPSHIRE
SOUTHFIELD, 48075

S, DICKOW THOMAS
[Run Criminal Check]

17017 W NINE MILE 824
SOUTHFIELD, 48075

SMITH, BROOKS JR
[Run Criminal Check]

19012 SILVERCREST
SOUTHFIELD, 48075

SNEED, JOHN CORWIN
[Run Criminal Check]

5000 TOWN CENTER1704
SOUTHFIELD, 48075

STEINIK, ALLAN MARK
[Run Criminal Check]

29550 FRANKLIN220
SOUTHFIELD, 48075

STEVENSON, JAMAL JOHNNY
[Run Criminal Check]

19241 MELROSE AVE
SOUTHFIELD, 48075

THOMPSON, JASON MARK
[Run Criminal Check]

23257 PLUMBROOKE DR
SOUTHFIELD, 48075

Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (PERSON UNDER 13)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (INCAPACITATED VICTIM)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 2ND
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (FORCE OR COERCION)
Description: WHITE MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

Offense: CRIMINAL SEXUAL CONDUCT 4TH
DEGREE (MULTIPLE VARIABLES)
Description: BLACK MALE

VERNELL, HAYES RANDAL
[Run Criminal Check]

**Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)**
Description: BLACK MALE

**24320 PIERCE
SOUTHFIELD, 48075**

WILLIE, AVANTS
[Run Criminal Check]

**Offense: CRIMINAL SEXUAL CONDUCT - THIRD
DEGREE (MULTIPLE VARIABLES)**
Description: MALE

**20733 CAMDEN APT 108
SOUTHFIELD, 48075**

CIVIL JUDGEMENT REPORT

What are Tax Lien, Bankruptcy, & Judgments?

This section lists civil records from county courts for the selected address. The types of records include property tax liens, general tax liens, bankruptcies, small claims, judgments, and more associated with the selected address. Please closely review each record as comm addresses may return multiple civil record results.

Civil Check Disclaimer

- Customers are charged a search fee for executing a Civil Judgment check. The Civil Judgment report returns results which may include all civil judgment records or no results found on the individual.
- In the event of using this service for civil background checks, you should not assume that this data provides a complete or accurate history of any person's civil judgment history.
- You should use extreme caution when interpreting the results of a civil judgment background search for any type of personal verification.
- Positive or false matches in civil searches may not provide confirmation of an individual's civil judgment background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of data.

Civil Judgement Records for Felix Daniel in the state of MI

Record 1:

Defendant: FELIX, DANIEL
Case Number: 2003GC060008
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20060321

Address: 16250 NORTHLAND DR STE LL9
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: CHICAGO TRIBUNE
Amount Liability: \$3,541
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 2:

Defendant: STOMBER, DANIEL FELIX JR
Case Number: 0546590
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050304
Address: 2160 ODETTE DR
City: WATERFORD
State: MI
Zip: 48328
Schedule 341 Date: 20050421
Attorney: WILLIAM R ORLOW
Attorney Phone: 2485842100
Attorney Address: 24100 WOODWARD AVE
Attorney City: PLEASANT RIDGE
Attorney State: MI
Attorney Zip: 48069
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: SWR
Unlawful Detainer: N

Record 3:

Defendant: DANIEL, FELIX L SR
Case Number: 0470546
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20041027
Address: 16400 N PARK DR 418
City: SOUTHFIELD
State: MI
Zip: 48075
Schedule 341 Date: 20041207
Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: TJT
Unlawful Detainer: N

Record 4:

Defendant: DANIEL, FELIX L JR
Case Number: 0542770
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050131
Address: 5535 NEWPORT
City: DETROIT
State: MI
Zip: 48224
Attorney: PAUL H STEINBERG

Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: MBM

Record 5:

Defendant: DANIEL, FELIX L JR
Case Number: 0542770
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050131
Address: 5535 NEWPORT
City: DETROIT
State: MI
Zip: 48224
Schedule 341 Date: 20050303
Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: MBM
Unlawful Detainer: N

Record 6:

Defendant: DANIEL, FELIX L SR
Case Number: 0470546
Filing Type: CHAPTER 7 DISCHARGED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20041027
Address: 16400 N PARK DR 418
City: SOUTHFIELD
State: MI
Zip: 48075
Schedule 341 Date: 20041207
Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: TJT
Unlawful Detainer: N

Record 7:

Defendant: STOMBER, DANIEL FELIX JR
Case Number: 0546590
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050304
Address: 2160 ODETTE DR
City: WATERFORD
State: MI
Zip: 48328
Attorney: WILLIAM R ORLOW

Attorney Phone: 2485842100
Attorney Address: 24100 WOODWARD AVE
Attorney City: PLEASANT RIDGE
Attorney State: MI
Attorney Zip: 48069
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: SWR
Unlawful Detainer: N

Record 8:

Defendant: DANIEL, FELIX L JR
Case Number: 0542770
Filing Type: CHAPTER 7 DISCHARGED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050131
Address: 5535 NEWPORT
City: DETROIT
State: MI
Zip: 48224
Schedule 341 Date: 20050303
Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: MBM
Unlawful Detainer: N

Record 9:

Defendant: DANIEL, FELIX L SR
Case Number: 0470546
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20041027
Address: 16400 N PARK DR 418
City: SOUTHFIELD
State: MI
Zip: 48075
Schedule 341 Date: 20041207
Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: TJT
Unlawful Detainer: N

Record 10:

Defendant: DANIEL, FELIX L JR
Case Number: 0542770
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050131
Address: 5535 NEWPORT
City: DETROIT
State: MI
Zip: 48224

Attorney: PAUL H STEINBERG
Attorney Phone: 2483524700
Attorney Address: 24901 NORTHWESTERN HIGHWAY SUITE 611
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48075
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: MBM
Unlawful Detainer: N

Record 11:

Defendant: DANIEL, FELIX L
Case Number: 200324663 150
Filing Type: STATE TAX LIEN - INCOME
Entity Type: INDIVIDUAL RECORD
Filing Date: 20020130
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: STATE OF MI
Amount Liability: \$16,280
Court Code: MI097
Court Name: OAKLAND COUNTY, PONTIAC REGISTRAR OF DEEDS
Unlawful Detainer: N

Record 12:

Defendant: DANIEL, FELIX
Case Number: 2003GC021383
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20020905

Address: 16499 NORTH PARK DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$2,296
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 13:

Defendant: DANIEL, FELIX
Case Number: 2003GC021383
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20020905
Address: 16499 N PARK 418 DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$2,296
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 14:

Defendant: DANIEL, FELIX L
Case Number: 200324663150
Filing Type: STATE TAX LIEN - INCOME
Entity Type: INDIVIDUAL RECORD
Filing Date: 20020130
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48034

Amount Liability: \$16,280
Court Code: MI097
Court Name: OAKLAND COUNTY, PONTIAC REGISTRAR OF DEEDS
Unlawful Detainer: N

Record 15:

Defendant: DANIEL, FELIX L
Case Number: 2003GC002349
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20010104
Address: 18713 ADDISON DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$8,150
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 16:

Defendant: DANIEL, FELIX
Case Number: 2003GC010298
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20010625
Address: 18713 ADDISON DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$8,426
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 17:

Defendant: DANIEL, FELIX L
Case Number: 2003GC001535
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20000825
Address: 18713 ADDISON DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$6,636
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 18:

Defendant: DANIEL, FELIX
Case Number: 2003LT004154
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20001214
Address: 18713 ADDISON DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$6,745
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 19:

Defendant: DANIEL, FELIX L
Case Number: 2003GC022745X
Filing Type: CIVIL JUDGMENT

Entity Type: INDIVIDUAL RECORD
Filing Date: 20021203
Address: 16400 N PARK 418 DR
City: SOUTHFIELD
State: MI
Zip: 48075
Amount Liability: \$16,818
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 20:

Defendant: DANIEL, FELIX
Case Number: 2003200104SC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 20030402
Address: 16400 N PARK DR 418
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: NEAL, FRED
Amount Liability: \$2,349
Court Code: MI132
Court Name: WAYNE COUNTY, DETROIT (36 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 21:

Defendant: STOMBER, DANIEL FELIX JR
Case Number: 0546590
Filing Type: CHAPTER 7 DISCHARGED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050304
Address: 2160 ODETTE DR

City: WATERFORD
State: MI
Zip: 48328
Schedule 341 Date: 20050421
Attorney: WILLIAM R ORLOW
Attorney Phone: 2485842100
Attorney Address: 24100 WOODWARD AVE
Attorney City: PLEASANT RIDGE
Attorney State: MI
Attorney Zip: 48069
Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: SWR
Unlawful Detainer: N

Record 22:

Defendant: FELIX, SHAWN DANIEL
Case Number: 0572825
Filing Type: CHAPTER 7 FILED
Entity Type: INDIVIDUAL RECORD
Filing Date: 20050927
Address: 18225 LENORE
City: DETROIT
State: MI
Zip: 48219
Schedule 341 Date: 20051116
Attorney: MICHAEL A STEVENSON
Attorney Phone: 2484238200
Attorney Address: 29200 SOUTHFIELD ROAD SUITE 210
Attorney City: SOUTHFIELD
Attorney State: MI
Attorney Zip: 48076

Assets Available: N
Court Code: MI002
Court Name: DETROIT EASTERN DISTRICT
Judge Initials: PJS
Unlawful Detainer: N

Record 23:

Defendant: DANIEL, FELIX
Case Number: 1994433574CE
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19960823
Address: 8277 ROBSON
City: DETROIT
State: MI
Zip: 48228
Plaintiff: BYRD WENDELL,
Amount Liability: \$22,000
Court Code: MI132
Court Name: WAYNE COUNTY, DETROIT CIRCUIT COURT
Unlawful Detainer: N

Record 24:

Defendant: DANIEL, FELIX
Case Number: 19981699GC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19980818
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: AMERICAN GENL FIN
Amount Liability: \$3,003

Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 25:

Defendant: DANIEL, FELIX
Case Number: 19982425GC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19981113
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: MONOGRAM BANK OF GA
Amount Liability: \$915
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 26:

Defendant: DANIEL, FELIX
Case Number: 19990345SC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19990428
Address: 18713 ADDISON AV
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: BLOOM BLOOM & ASSOC
Amount Liability: \$750
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT

Unlawful Detainer: N

Record 27:

Defendant: DANIEL, FELIX L
Case Number: 19991277GC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19990712
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: MONOGRAM BANK OF GA
Amount Liability: \$514
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 28:

Defendant: DANIEL, FELIX L
Case Number: 2003BK29936PG4893
Filing Type: STATE TAX LIEN - INCOME
Entity Type: INDIVIDUAL RECORD
Filing Date: 19980821
Address: 11692 ROBSON
City: DETROIT
State: MI
Zip: 48227
Plaintiff: STATE OF MICHIGAN
Amount Liability: \$9,882
Court Code: MI132
Court Name: WAYNE COUNTY, DETROIT REGISTRAR OF DEEDS
Unlawful Detainer: N

Record 29:

Defendant: DANIEL, FELIX
Case Number: 1999112341GC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19990818
Address: 11692 ROBSON
City: DETROIT
State: MI
Zip: 48227
Plaintiff: STATE OF MICHIGAN
Amount Liability: \$10,189
Court Code: MI132
Court Name: WAYNE COUNTY, DETROIT (36 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 30:

Defendant: DANIEL, FELIX
Case Number: 19992209GC
Filing Type: CIVIL JUDGMENT
Entity Type: INDIVIDUAL RECORD
Filing Date: 19991008
Address: 18713 ADDISON
City: SOUTHFIELD
State: MI
Zip: 48075
Plaintiff: GUARDIAN ALARM CO
Amount Liability: \$1,282
Court Code: MI100
Court Name: OAKLAND COUNTY, SOUTHFIELD (46 DIST) DISTRICT COURT
Unlawful Detainer: N

Record 31:

Defendant: FELIX, SHAWN DANIEL
Case Number: 0572825

Filing Type: CHAPTER 7 DISCHARGED
 Entity Type: INDIVIDUAL RECORD
 Filing Date: 20050927
 Address: 18225 LENORE
 City: DETROIT
 State: MI
 Zip: 48219
 Schedule 341 Date: 20051116
 Attorney: MICHAEL A STEVENSON
 Attorney Phone: 2484238200
 Attorney Address: 29200 SOUTHFIELD ROAD SUITE 210
 Attorney City: SOUTHFIELD
 Attorney State: MI
 Attorney Zip: 48076
 Assets Available: N
 Court Code: MI002
 Court Name: DETROIT EASTERN DISTRICT
 Judge Initials: PJS
 Unlawful Detainer: N

RELATIVE AND ASSOCIATES REPORT FOR FELIX DANIEL

What is a Relatives and Associates Report?

This section lists potential relatives, roommates, previous occupants and associates connected with an individual and/or their addresses from public records. A Relatives & Associates report can help confirm the people linked to your subject. This section can assist in determining exceptions for people that may be inadvertently linked to an individual from public records.

Possible Relatives and Associates

Name	Address	Phone	Background Repo
FELIX DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>
CHERL DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>

8/18/2006

CHERYL DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>
CARL DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>
BRENDA DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>
BJ DANIEL	16400 PARK DR N #418 SOUTHFIELD, MI 48075 <u>Property Report</u>	(248) 559-5812	<u>Background Repo</u>
AARON DANIEL	8277 ROBSON ST DETROIT, MI 48228 <u>Property Report</u>		<u>Background Repo</u>
BENJAMIN DANIEL	18713 ADDISON DR SOUTHFIELD, MI 48075 <u>Property Report</u>		<u>Background Repo</u>
STEPHEN DANIEL	18713 ADDISON DR SOUTHFIELD, MI 48075 <u>Property Report</u>		<u>Background Repo</u>
MICHAEL DANIEL	18713 ADDISON DR SOUTHFIELD, MI 48075 <u>Property Report</u>		<u>Background Repo</u>

PROPERTY REPORT

Owner		Property Address	
Name:	KAMFAR PLACE LLC /	Address:	16400-118 N F
Mailing Address:	16400 J L HUDSON DR	City:	SOUTHFIELD
Mailing City/State:	SOUTHFIELD MI	State:	MI
PostalCode:	48075	Zip Code:	48075-4734
		County:	OAKLAND

Assessed Value

Total Assessed Value Amount:	\$12,800	Assessment Year:	2005
Real Estate Total Tax Amount:	\$16,477	Rate Area Identifier:	OAK PARK P
Tax Year:	2005		

Mortgage Information

Sales History

Legal Information

Subdivision ID: NORTH PARK PLACE Assessors Parcel ID: 24-36-127-134

Alternate Assessors
Parcel ID: 2436127134 Municipality: SOUTHFIELD

Legal Description:

T1N,R10E,SEC 36
NORTH PARK PLACE
OCC PLAN NO 304 UNIT
136 (FORMERLY KNOWN
AS UNIT 1) L 7794 P 256
06-24-05 CORR L 35495
P 180 T1N,R10E,SEC 36
NORTH PARK PLACE
OCC PLAN NO 304 UNIT
134

Property Information

Cooling - Centralized
Indicator : N

Fireplaces: 0

Pool: N

Zoning Classification
ID: A1

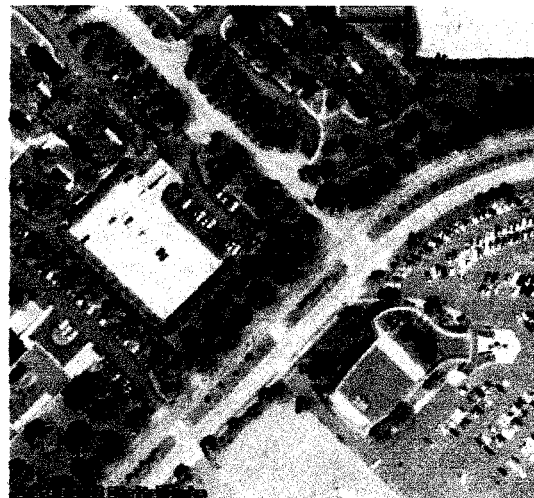
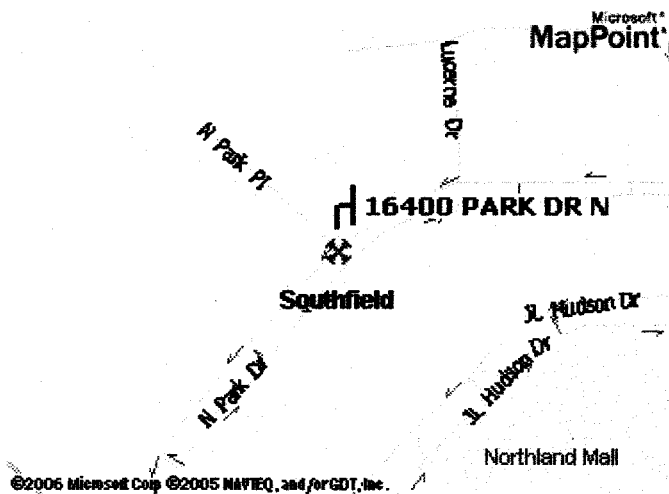
Land Characteristics: RESIDENTIAL (NEC)

Flood Zone ID: C

NFIP Map Panel Date: 09/28/1979

NFIP Map Id: 2601790005B

School District: OAK PARK PUBL



8/18/2006

NEIGHBORHOOD REPORT FOR: 16400 PARK DR N

What is a Neighborhood Report?

This section lists census, neighborhood, and area data related to the subject's address. This provides a broad array of demographics data (i.e. income, age, crime, employment, etc) for subject's immediate neighborhood.

General

State: Michigan
 County: Oakland
 City: Southfield
 Zip Code: 48075
 Area Code: 248
 TimeZone: EST

Marital Status

Married Males: 53.9%
 Unmarried Males: 46.1%
 Married Females: 45.8%
 Unmarried Females: 54.2%

Ethnicity

White: 27.7%
 African American: 69.8%
 Asian: 1.8%
 Indian American: 0.2%
 Native Born: 90.8%
 Foreign Born: 9.2%

Language

English Only Speaking: 88.0%
 Spanish: 2.0%
 IndoEuropean: 5.7%
 Asian: 1.2%
 Other: 3.2%

Population

Total Population: 22,598
 Males: 10,327
 Females: 12,271
 Males Ages 0 to 5: 617
 Males Ages 6 to 17: 1,875
 Males Ages 18 to 34: 2,267
 Males Ages 35 to 49: 2,183
 Males Ages 50 and up: 3,385
 Females Ages 0 to 5: 611
 Females Ages 6 to 17: 1,912
 Females Ages 18 to 34: 2,448
 Females Ages 35 to 49: 2,862
 Females Ages 50 and up: 4,438

Income

Average Income: \$52,557
 Making less than \$10,000: 8.3%
 Making \$10,000 to \$50,000: 38.6%
 Making \$50,000 to \$200,000: 50.9%
 Making over \$200,000: 2.2%

Commute

Less than 30 minutes: 65.7%
 Less than 45 minutes: 24.8%
 Less than 1 hour: 5.4%
 Greater than 1 hour: 4.2%

Age		Drive alone:	84.5%
Average Age:	40	Drive carpool:	8.8%
Average Age for Males:	38	Public transportation:	1.4%
Average Age for Females:	42	Work at home:	2.8%
Crime		Education	
Murder:	Above Average	High School Degree:	20.2%
Rape:	Above Average	Associates Degree:	7.3%
Robbery:	Above Average	Bachelors Degree:	19.6%
Assault:	Above Average	Masters Degree:	10.2%
Burglary:	Above Average	Doctorate Degree:	0.8%
Larceny:	Above Average	Professional School:	2.8%
Vehicle Theft:	Above Average		
Arson:	Above Average		

NEIGHBOR REPORT FOR: 16400 PARK DR N

What is a Neighbor Report?

This section lists the subject's immediate neighbors. This section can be helpful in providing additional people that may personally have current or forwarding information on the whereabouts of your subject.

Neighbor	More Reports	Address	Phone #	From
----------	--------------	---------	---------	------

NO NEIGHBORS FOUND

CURRENT & HISTORICAL PEOPLE SEARCH REPORT

What is a People Search Report?

This section lists current and historical people search records that share the same name and state as your search subject. The People Search Summary can be helpful in providing a consolidated view of matching current and historical records for your subjects name across multiple public sources.

Additional

8/18/2006

Name	Reports ?	Address/Phone
1 FELIX L DANIEL	<u>Property Report</u>	14564 GRANDMONT AVE DETROIT, MI 48227 Phone: (313) 835-2876
2 FELIX L DANIEL	<u>Property Report</u>	16400 N PARK DR SOUTHFIELD, MI 48075 Phone: (248) 559-5812
3 FELIX DANIEL <u>BRENDA J DANIEL</u>	<u>Property Report</u>	8953 PETOSKEY AVE DETROIT, MI 48204 14564 GRANDMONT AVE Detroit, MI 48227
4 FELIX L DANIEL	<u>Property Report</u>	Phone: ((313)) 835-2876
5 FELIX J DANIEL	<u>Property Report</u>	1618 POPLAR AVE ROYAL OAK, MI 48073 20523 OLDHAM RD #104 SOUTHFIELD, MI 48076
6 FELIX J DANIEL <u>RENEATHIA D DANIEL (Age: 30)</u>	<u>Property Report</u>	Phone: (248) 272-4228 14564 GRANDMONT AV DETROIT, MI 48227
7 FELIX L DANIEL (Age: 78)	<u>Property Report</u>	Phone: (313) 272-4228
8 FELIX L DANIEL (Age: 50) <u>CHERL L DANIEL (Age: 40)</u> <u>AARON R DANIEL (Age: 28)</u> <u>CARL J DANIEL (Age: 50)</u> <u>STEPHEN C DANIEL (Age: 25)</u> <u>MICHAEL J DANIEL (Age: 24)</u> <u>BRENDA J DANIEL (Age: 50)</u> <u>BENJAMIN J DANIEL (Age: 26)</u>	<u>Property Report</u>	16400 PARK DR N #516 SOUTHFIELD, MI 48075 Phone: (248) 559-5812
9 FELIX L DANIEL	<u>Property Report</u>	16400 N PARK DR SOUTHFIELD, MI 48075 Phone: ((248)) 559-5812
10 FELIX DANIEL (Age: 30) <u>BJ DANIEL (Age: 50)</u> <u>BRENDA J DANIEL (Age: 50)</u> <u>CHERYL DANIEL (Age: 40)</u> <u>CHERL L DANIEL (Age: 40)</u> <u>CARL JR DANIEL (Age: 50)</u>	<u>Property Report</u>	16400 PARK DR N #418 SOUTHFIELD, MI 48075 Phone: (248) 559-5812

Name	Additional Reports ?	Address/Phone
11 FELIX J DANIEL	<u>Property Report</u>	1618 POPLAR AV ROYAL OAK, MI 48073 Phone: (248) 435-2378
12 FELIX L DANIEL (Age: 50) MICHAEL J DANIEL (Age: 24) STEPHEN C DANIEL (Age: 25) BRENDA J DANIEL (Age: 50) BENJAMIN DANIEL (Age: 26)	<u>Property Report</u>	2742 TYLER ST DETROIT, MI 48238
13 FELIX LORENZO DANIEL (Age: 30) RENEATHIA D DANIEL (Age: 30) STEPHEN C DANIEL (Age: 25) BRENDA JEAN DANIEL (Age: 50) BENJAMIN J DANIEL (Age: 26) MICHAEL DANIEL (Age: 24) BJ DANIEL (Age: 50) AARON R DANIEL (Age: 28)	<u>Property Report</u>	18713 ADDISON DR SOUTHFIELD, MI 48075 Phone: (248) 559-5812
14 FELIX L DANIEL (Age: 78)	<u>Property Report</u>	1009 STATE VANDERC HALL BIG RAPIDS, MI 49307 Phone: (231) 272-4228
15 FELIX DANIEL (Age: 51)	<u>Property Report</u>	328 EDGELL ST SOUTH HAVEN, MI 49090
16 FELIX L DANIEL (Age: 30) RENEATHIA D DANIEL (Age: 30)	<u>Property Report</u>	27463 GATEWAY DR N #106 FARMINGTON, MI 48334
17 FELIX L DANIEL (Age: 50) BRENDA J DANIEL (Age: 50)	<u>Property Report</u>	1972 GRAND ST W #2 DETROIT, MI 48238
18 FELIX DANIEL (Age: 53)	<u>Property Report</u>	12824 MONTVILLE PL DETROIT, MI 48238
19 FELIX L DANIEL (Age: 30) AARON R DANIEL (Age: 28) BRENDA J DANIEL (Age: 50) BJ DANIEL (Age: 50)	<u>Property Report</u>	8277 ROBSON ST DETROIT, MI 48228
20 FELIX L DANIEL (Age: 30)	<u>Property Report</u>	14947 WINTHROP DETROIT, MI 48227
Name	Additional Reports ?	Address/Phone
21 FELIX DANIEL	<u>Property Report</u>	12151 FOREST CT #5 HOLLAND, MI 49424 315 SKYLARK CT

22 FELIX J DANIEL (Age: 51)	<u>Property Report</u>	HOLLAND, MI 49423
23 FELIX DANIEL	<u>Property Report</u>	414 CABLE ST SOUTH HAVEN, MI 49090
24 FELIX L DANIEL (Age: 50) <u>MARK DANIEL (Age: 41)</u>	<u>Property Report</u>	11692 ROBSON ST DETROIT, MI 48227
		Phone: (313) 653-0995
25 FELIX L DANIEL (Age: 30)	<u>Property Report</u>	1009 STATE VANCOOK S #3 BIG RAPIDS, MI 49307
26 FELIX L DANIEL (Age: 50)	<u>Property Report</u>	3 ASHBURY CANTON, MI 48187
27 FELIX L DANIEL (Age: 50)	<u>Property Report</u>	42283 ASHBURY CANTON, MI 48187
28 FELIX L DANIEL	<u>Property Report</u>	1009 STATE VANCOOK ST S BIG RAPIDS, MI 49307

NATIONWIDE CRIMINAL CHECK

What is a Nationwide Criminal Check?

This section lists criminal records from county courts, department of corrections, administrative of the courts, and other legal agencies. The types of offenses include felonies, misdemeanors, sexual offenses, and more. Please closely review each record as subjects with a common name may return multiple criminal record results.

Criminal Check Disclaimer

- Customers are charged a search fee for executing a Criminal Check. The Criminal Check report returns results which may include all criminal records or no results found on the individual.
- In the event of using this service for criminal background checks, you should not assume that this data provides a complete or accurate history of any person's criminal history.
- You should use extreme caution when interpreting the results of a criminal background search for any type of personal verification.
- Positive or false matches in criminal searches may not provide confirmation of an individual's criminal background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of this data.

Criminal Check for all Felix Daniel in the United States

Record 1:

Identification

Name: FELIX DANIEL
 Source: Michigan
 Sex: MALE
 DOB: 06/30/1955
 Race: BLACK
 Height: 5'6"
 Weight: 140LBS
 Eye Color: BROWN
 Hair Color: BLACK

Offense

Case Number: 6590W
 Offense ID MI_DOC2012550630551
 Offense Date 01/14/1989
 Offense Code 750110
 Offense BREAK & ENTER A BUILDING WITH INTENT
 Sentence Comments CONVICTED BY: PLEA

Record 2:

Identification

Name: FELIX DANIEL
 DOB: 12/19/1968

Offense

Offense ID TX_DOC07121562_1
 Offense Code 54990011
 Offense RECKLESS DRIVING
 Offense Type MISDEMEANOR

Record 3:

Identification

Name: FELIX DANIEL
 Source: Texas
 Sex: MALE
 DOB: 12/19/1968
 Race: BLACK
 Height: 6'1"
 Weight: 175LBS
 Eye Color: BROWN
 Hair Color: BROWN

Offense

Court Name JEFFERSON CO CRT AT LAW 2
 Case Number: 03-04-2004
 Offense ID TX_DPS07121562_1
 Offense Code 54990011
 Offense RECKLESS DRIVING
 Offense Type Misdemeanor Class B
 Disposition Date 03/04/2004
 Original NOT GUILTY

Plea	
Verdict Finding	DEFERRED

Record 4:

Identification

Name: FELIX DANIEL

Source: Texas

Sex: MALE

DOB: 12/19/1968

Race: BLACK

Height: 6'1"

Weight: 175LBS

Eye Color: BROWN

Hair Color: BROWN

Offense

Court Name JEFFERSON CO CRT AT LAW 2

Case Number: 03-04-2004

Offense ID TX_DPS07121562_1

Offense Code 54990011

Offense RECKLESS DRIVING

Offense Type Misdemeanor Class B

Disposition Date 03/04/2004

Original Plea NOT GUILTY

Verdict Finding DEFERRED

Record 5:

Identification

Name: FELIX DANIEL

Sex: MALE

DOB: 12/19/1968

Race: BLACK

Offense

Offense ID TX_JEFFRSN11571_1

Offense DRIVING-RECKLESS

Record 6:

Identification

Name: FELIX REYNA DANIEL

Source: California

Address: CA

Offense

County Charged: Ventura

Case Number: CR007312

Offense ID

Offense Date 05/13/1974

Offense County	Ventura
Offense Description	CRIMINAL FELONY

Record 7:

Identification

Name: FELIX JR DANIEL
Source: California
DOB: 09/14/1970
Address: CA

Offense County Charged:	Santa Clara
Case Number:	FF091527
Offense ID	
Offense Date	08/15/2000
Offense County	Santa Clara

Record 8:

Identification

Name: FELIX DANIEL
Source: California
DOB: 07/27/1973
Address: CA

Offense County Charged:	Los Angeles
Case Number:	SA 043837
Offense ID	
Offense Date	12/18/2001
Offense County	Los Angeles
Offense Description	H 11360.A

Criminal Records

Criminal Check By Name

First Name	MI	Last Name	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select a State"/>

Current/Previous Address (Optional)	City (Optional)
--	-----------------

SEARCH

Looking for an address and phone number? [Try People Search](#)

©2006, (www10-776)



WSA

WINNER
2005 INDUSTRY
ACHIEVEMENT
AWARDS



ENTREPRENEUR
OF THE YEAR

Finalist 2006

Main Identity

From: <loistony@hotmail.com>
 To: <pennyfinancial@cox.net>
 Sent: Thursday, March 02, 2006 11:32 AM
 Subject: Feedback from 5 YEARS TO FREEDOM Program

The following email has been generated by a contact form on your website:
www.pennyfinancialinc.com. Reporting this email as spam will cause your site to be reported for
 spamming.

First_Name: Lois
 Last_Name: Johnson
 Email_Address: loistony@hotmail.com
 Address: 364 Front Street
 City: Cottonwood
 State: MN
 Zip_Code: 56229
 Home_Phone_(w/_area_code): 507/828-2644
 Work_Phone_(w/_area_code): 507/423-6235
 Cell_Phone_(w/_area_code): 507/828-5755
 City: Cottonwood
 State: MN
 Current_market_value: 123,000
 If_yes_date_of_appraisal: 09-2005
 First_mortgage_balance: 90,000
 Comments: Please use the Home Phone # and call in evening if possible. Thanks
 Radio_Buttons: no

5 yr
 35%
 52,500
 150K
 90
 60
 52,500
 3
 4,500

100% LTV
 6 yr.
 150K
 25%
 37,500
 150K
 2%
 3,000
 150K
 90K
 60,000
 37,500
 3,000
 19,500
 6 yr
 PK=

(14K in pocket)

Q 100% LTV
 OK 6 yr. prog

123K
 90K
 33K
 30,100
 21,400
 8,700
 40

123K
 90K
 33K
 30,100
 21,400
 8,700
 40
 SHORT
 not incl. c.c.

EXHIBIT

I

3/2/2006

Main Identity

From: <loistony@hotmail.com>
To: <PennyFinancial@cox.net>
Sent: Tuesday, March 07, 2006 10:58 AM
Subject: Feedback from PFI Contact Us

The following email has been generated by a contact form on your website:
www.pennyfinancialinc.com. Reporting this email as spam will cause your site to be reported for spamming.

First_Name: Lois
Last_Name: Johnson
Email_Address: loistony@hotmail.com
Address: 364 Front Street
City: Cottonwood
State: MN
Zip_Code: 56229
Comments: Have Questions - Please Call.
507/828-2644

3-7-06 - Lois on PM

→ 3900 spoke w/ Lois.
will talk to husband (could get 100% LTV)
will get pre-approved of local mty. broker
wks if they have questions

value
160,000

160,000 100% LTV
6-yr 25% ~~25%~~ 40,000
106,100
40,000
3,200 PFI
149,300

160,000
1% prem
5514

6%
959.28

bal. 94,600
11,500
bal. 106,100

165K 90% LTV
148,500
37,125
2,970
21,308
8/20 165,000 80% 132K 20% 33K
25% LTV
3/7/2006

GILBERT MAIN OFFICE
 GILBERT, Arizona
 852349998
 0363680240-0094
 10/18/2006 (000)000-0000 12:04:45 PM

Sales Receipt

Product Description	Sale Unit Qty	Price	Final Price
BIRMINGHAM MI 48009			\$14.40
EM PO-Add Flat Rate			3.80 oz.
Label #:	ED531758219US		
Next Day Noon /			
Normal Delivery			

Issue PVI: \$14.40

Total: \$14.40

Paid by:
 Debit Card \$14.40
 XXXXXXXXXXXX7970
 Approval #: 461574
 Transaction #: 401
 23903380178
 Receipt#: 000421

Bill#:1000600021025
 Clerk:10

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.
 Customer Copy



UNITED STATES POSTAL SERVICE®

Customer Copy
 Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)		Employee Signature	
Delivery Attempt	Time	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Mo. Day			

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
 Express Mail Corporate Acct. No.
 Federal Agency Acct. No. or
 Postal Service Acct. No.
 Signature: *[Signature]*
 Mailer Signature
 NO DELIVERY ☐ Weekend ☐ Holiday ☐
 TO: (PLEASE PRINT) PHONE 248 890-1171



ED 531758219 US

ORIGIN (POSTAL SERVICE USE ONLY)		Day of Delivery		Postage	
PO ZIP Code	85234	<input type="checkbox"/> Next <input type="checkbox"/> 2nd	<input type="checkbox"/> 2nd Del. Day	\$	\$
Date Accepted	10/18/06	Scheduled Date of Delivery		Return Receipt Fee	
Mo. Day Year	10 18 06	Scheduled Time of Delivery	Day	COD Fee	Insurance Fee
Time Accepted	12:02 PM	<input type="checkbox"/> Noon <input type="checkbox"/> 3 PM		\$	\$
Flat Rate <input type="checkbox"/> or Weight	3.8	Military		Total Postage & Fees	
lbs. ozs.	3.8	<input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day		Acceptance Emp. Initials	
		Int'l Alpha Country Code			

FROM: (PLEASE PRINT) PHONE 480 507-8300
 Penny Financial, Inc.
 835 W. Warner Rd #101-179
 Gilbert, AZ 85233

FOR PICKUP OR TRACKING
 Visit www.usps.com
 Call 1-800-222-1811

Customer Copy
 Label 11-B, March 2004
 TO: (PLEASE PRINT) PHONE 248 890-1171
 Felix Daniel
 RYM-Technology Holdings
 330 E. Maple Rd #408
 Birmingham, MI
 ZIP + 4 (U.S. ADDRESSES ONLY, DO NOT USE FOR FOREIGN POSTAL CODES.)
 4 8 0 0 9 +
 FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.


LOIS JOHNSON
TONY JOHNSON
364 FRONT ST.
COTTONWOOD, MN 56229

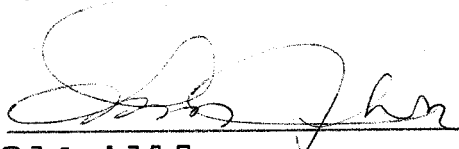
1367
75-924/912

10/15/06 DATE

PAY TO THE ORDER OF Penny Financial Inc. \$ 3280.00

Thirty-two hundred - eighty & no/100 DOLLARS

 **First Independent Bank**
105 S. Market Street Marshall, MN 56258

FOR  MP


⑆09⑆209247⑆ 601⑆6003⑆ 1367

© HARLAND / LIBERTY

LOIS JOHNSON
TONY JOHNSON
364 FRONT ST.
COTTONWOOD, MN 56229

1368
75-924/912

PAY TO THE ORDER OF

 **First Independent Bank**
105 S. Market Street Marshall, MN 56258

FOR

⑆09⑆209247⑆ 601⑆6003⑆ 1368

VOID

© HARLAND / LIBERTY


LOIS JOHNSON
TONY JOHNSON
364 FRONT ST.
COTTONWOOD, MN 56229


1366
75-924/912

10/15/06 DATE

PAY TO THE ORDER OF Rym Technology Holdings LLC \$ 41,000.00

Forty-one thousand & no/100 DOLLARS

 **First Independent Bank**
105 S. Market Street Marshall, MN 56258

FOR  MP

⑆09⑆209247⑆ 601⑆6003⑆ 1366

© HARLAND / LIBERTY



Calculation Sheet

Name: Tony and Lois Johnson

Address: 364 Front St.

City: Cottonwood

State: MN

Zip: 56229

Home: 507-828-2644

Cell: 507-828-5755 Work: 507-423-5530 (h)

Work: 507-423-6235 (w)

Current Payment on first mortgage	\$1393.98
-----------------------------------	-----------

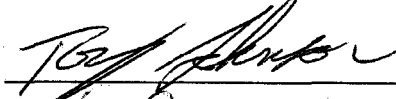
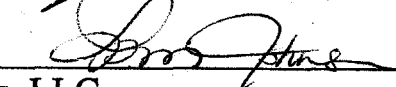
Current Payment on second mortgage	\$0
------------------------------------	-----

Current Payment	\$1393.98
-----------------	-----------

NEW Monthly Payment	\$696.99
---------------------	----------

Payments to Begin on April 12, 2007 from Client*

Client Signature

RYM Technology Holdings, LLC.

Managers approval and sign off

*** Please Provide Voided Check for bank to which funds will be wired**

SELF-AMORTIZING CONDITIONAL PAYMENT NOTE

\$41,000

October 12, 2006
Birmingham, Michigan

1. **Repayment Promise.** FOR VALUE RECEIVED, RYM TECHNOLOGY HOLDINGS, LLC, a Michigan limited liability company having its principal business address at 330 East Maple Road, Suite 408, Birmingham, Michigan 48009 (hereinafter referred to as the "Borrower") promises to pay to the order of **Tony and Lois Johnson**, whose address is **364 Front St., Cottonwood, MN, 56229** (hereinafter referred to as the "Lender") the principal sum of Forty One Thousand and 00/100 (\$41,000.00) Dollars, with interest at a rate of Seven (7 %) percent, amortized from the date proceeds of this Self-Amortizing Conditional Payment Note (hereinafter referred to as the "Note") are disbursed by the Lender to the Borrower for the purposes set forth in that certain Property Maintenance Terms and Conditions Agreement of even date (hereinafter referred to as the "Property Maintenance Agreement") by and between the Lender and the Borrower and until Borrower satisfies and fully performs its obligations thereunder, except that in the event of a default (hereinafter referred to as an "Event of Default") as defined in this Note and the Property Maintenance Agreement, the non-amortized portion of the principal sum shall be immediately due and payable to the Lender.

2. **The Loan.** This Note evidences a Forty One Thousand and 00/100 (\$41,000.00) Dollar property maintenance loan (hereinafter referred to as the "Loan") being made available by the Lender to the Borrower from the proceeds of the sale of that certain property and in accordance with the Property Maintenance Agreement. The Property Maintenance Agreement is incorporated by reference for a statement of the terms and conditions under which the principal of this note and accrued interest may become due and payable. The Borrower agrees to use the proceeds of the Loan in accordance with the terms and restrictions contained in this Note and the Property Maintenance Agreement. The closing on the Loan shall occur on the closing date which shall be the date upon which all conditions contained in Section 7 of this Note have been fulfilled to the Lender's satisfaction. This Note may be modified only upon the written agreement of the Lender and the Borrower.

3. **Term of the Loan.** The term of the Loan evidenced by this Note shall commence on the latter of the following events: (i) the effective date of the Property Maintenance Agreement; or (ii) the date upon which the proceeds of the Loan have been disbursed by the Lender to the Borrower, and mature on ~~April~~ ^{8. Oct.} 11, 2012

4. **Repayment of Principal.** The entire outstanding principal balance of this Note, and all accrued, unpaid interest thereon, shall mature and be due and payable to the Lender upon the (Six Year) anniversary of the Property Maintenance Agreement (the "Maturity Date"). In accordance therewith, on the Maturity Date, the Lender shall execute an instrument acceptable to the Borrower and the Lender (the "Discharge Instrument") discharging the Borrower's obligations under this Note, including accrued, unpaid interest thereon, if any, and any an all other costs, fees and charges associated therewith, and discharging all obligations of the Borrower under the Property Maintenance Agreement. The Discharge Instrument shall affirm the Lender's acceptance if the services performed by the Borrower hereunder and under the Property Maintenance Agreement as full satisfaction and payment of the Loan and all other indebtedness evidenced by this Note; provided, however, the repayment of any, or all of the unamortized portion of this Note as represented by the Statement of Transaction, and all accrued interest thereon, may not be accelerated upon the occurrence and continuance of an Event of Default, as hereinafter defined. The Borrower shall have no authority or obligation to prepay the Loan unless the parties hereto otherwise agree in writing.

5. **Use of Proceeds of the Loan.** The Borrower covenants that it shall use the Loan proceeds only to maintain the Property in accordance with the Property Maintenance Agreement, including, without limitation, to pay all fees, charges, installments, interests, and all other costs and expenses required under this Note and as required for the proper maintenance and security of the Property as described under

01/15/2006

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the Property Maintenance Agreement and to prevent the attachment of any lien thereto as a result of nonpayment of the foregoing.

6. **Security for Loan Repayment.** As security for payment of all amounts due Lender with respect to the Loan, including amounts due under this Note, Borrower agrees to fully perform and complete its obligations under the Property Maintenance Agreement. Lender acknowledges that neither the Borrower's obligations under this Note, nor under the Property Maintenance Agreement, shall constitute or be construed to constitute a guarantee of performance of by the Borrower.

7. **Loan Closing.** The closing of the Loan shall be conditioned upon Lender's receipt and approval of the following documents;

- (a) this Note, executed and acknowledged by the Borrower; and
- (b) the Property Maintenance Agreement, executed and acknowledged by the Borrower and the Lender.

8. **Representations and Warranties of Borrower.** Borrower represents and warrants to Lender that: (a) Borrower is Michigan limited liability company, duly organized, validly existing that in good standing under the laws of the State of Michigan; (b) Borrower has taken all corporate action necessary to authorize the execution, delivery and performance of this Note and confirm that the debt evidenced hereby constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms; (c) except as otherwise disclosed to the Lender, there is not litigation, judgment, confession of judgment, decree, order, order to show cause, writ, lien, notice of pendency, attachment, injunction, or petition, including those on appeal, pending, filed or entered against the Borrower, in any court of law or in any arbitration proceeding that would have a material adverse affect on the Borrower's ability to perform its obligations under this Note.

9. **Events of Default.** Borrower agrees that the occurrence of any of the following events, is hereinafter an "Event of Default,"

- a. a default in the performance of any obligation under this Note, which has not been cured in accordance with the terms and conditions hereof;
- b. a default in the performance of any other obligation to Lender under the Property Maintenance Agreement, which has not been cured in accordance with the terms and conditions thereof;
- c. any warranty or representation made to Lender by Borrower was false in any material respect; or
- d. Borrower dissolves, becomes insolvent, or makes an assignment for the benefit of creditors.

10. **Remedies in the Event of Default.** If an Event of Default shall occur, the Lender may exercise all or any of the following remedies: (a) Lender may, by written notice to the Borrower, exercise any and all remedies available at law or in equity for the enforcement of this Note and the Borrower's obligations under the Property Maintenance Agreement; and (b) Lender may protect and enforce its rights by judicial proceedings, including, in appropriate cases, an award for specific performance or other equitable remedy in aid of the exercise of power granted in or pursuant to this Note or under the Property Maintenance Agreement. In the Event of Default, Lender acknowledges that prior to the Maturity Date, Lender may not, shall not, and shall have no authority to accelerate or call all such indebtedness due hereunder automatically and immediately due and payable, the parties understanding that the proceeds of the Loan shall be have been fully disbursed in accordance with the terms of this Note.

11. **No Waiver by Lender.** No delay by the Lender shall be a waiver of the exercise of any right or remedy. No single or partial exercise by the Lender of any right or remedy shall preclude any other or

future exercise of that or any other right or remedy. No waiver by the holder of any default or of any provision of this Note shall be effective unless it is in writing and signed by the Lender. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

12. **Governing Law.** This Note shall be governed by and interpreted according to the laws of the State of Michigan, without giving effect to conflict-of-laws principles. Borrower irrevocably agrees and consents that any action against Borrower to collect or enforce this Note may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Wayne County, Michigan, and that any such court shall have personal jurisdiction over Borrower for purposes of such action.

LENDER AND BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM") THAT IS BASED UPON, ARISES OUT OF, OR RELATES TO THIS NOTE OR THE INDEBTEDNESS EVIDENCED BY IT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM BASED UPON, ARISING OUT OF, OR RELATING TO ANY ACTION OR INACTION OF LENDER IN CONNECTION WITH ANY ACCELERATION, ENFORCEMENT, OR COLLECTION OF THIS NOTE OR SUCH INDEBTEDNESS.

13. **Assignment.** The Loan evidenced by this Note shall not be assigned or transferred by the Borrower for assumption of payment nor assumed without the prior written consent of the Lender.

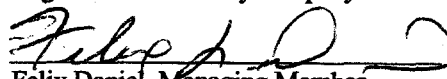
14. **Writing Required for Amendments, Termination or Discharge.** This Note may not be modified, terminated or discharged, nor shall any waiver hereunder be effective, except pursuant to a written instrument signed by the party against whom the same is asserted.

15. **Notices.** All notices, requests, demands, consents, waivers and other communications given under any provision of this Note shall be in writing and shall be delivered (i) in person by courier delivery; or (ii) mailed, and if mailed, then first-class postage prepaid, registered or certified mail, return receipt requested, address as stated in the preamble to this Note, or such other address as specified in written notice duly given to the other party. Any such notice shall be deemed delivered three (3) business days after the same shall have been provided in the manner set forth herein.

IN WITNESS WHEREOF, and as evidence of its assent to the terms herein, Borrower has executed this Note as of the day and year first above-written.



"BORROWER"

RYM-TECHNOLOGY HOLDINGS, LLC
a Michigan limited liability company


By: 
Felix Daniel, Managing Member

Acknowledged:

"CREDITOR"

By: 
Tony Johnson
By: 
Lois Johnson

01/15/2006



PROPERTY MAINTENANCE TERMS AND CONDITIONS AGREEMENT

THIS PROPERTY MAINTENANCE TERMS AND CONDITIONS AGREEMENT (hereinafter referred to as the "Property Maintenance Agreement") is made this 12th day of October 2006, by and between RYM-Technology, Holdings, LLC, a Michigan limited liability company, with its principal place of business located at 330 East Maple Road, Birmingham, Michigan, 48009, (hereinafter referred to as the "Agent") and Tony and Lois Johnson, individuals residing at 364 Front St., Cottonwood, MN , 56229 , (hereinafter referred to as the "Holder").

WITNESSETH:

WHEREAS, the Holder is the fee title holder, to that certain property located in the city of Cottonwood, MN, which property is made a part hereof by this reference (hereinafter referred to as the "Property"); and

WHEREAS, in consideration of a that certain loan in the amount of Forty One Thousand and 00/100 (\$41,000.00) Dollars (hereinafter referred to as the "Loan") made by the Holder to the Agent on even date herewith, as evidenced by that certain Self-Amortizing Conditional Payment Note (hereinafter referred to as the "Note"), the Agent has agreed, among other things, to (i) maintain the Property for and on behalf of the Holder; (ii) repay the Loan in accordance with the terms and conditions of the Note; and (iii) limit its possessory rights to the Property during the term of the Note; and

WHEREAS, the Holder and the Agent desire to particularly describe the rights and responsibilities of the Agent with regard to maintenance of the Property during the term of the Note, and the rights and responsibilities of the Holder during the term of the Note.

NOW, THEREFORE, in consideration of the Property, the mutual understandings and agreements by and between the Holder and the Agent, the parties hereto covenant and agree

1. TERM. This Property Maintenance Agreement shall be for a term of Six (6) years, commencing on October 12, 2006, (the "Commencement Date"), and ending on October 11, 2012 (hereinafter referred to as the "Maturity Date").

2. PROPERTY MAINTENANCE OBLIGATIONS OF THE AGENT. During the term of this Property Maintenance Agreement, the Agent, on behalf of the Holder and in consideration of the Loan evidenced by the Note, shall be deemed to have satisfied its obligations under the Note by undertaking the following responsibilities as relates to the Property:

- a. As relates to the first mortgage lien on the Property in the amount of One Hundred Sixty Four Thousand and 00/100 (\$164,000.00) Dollars, in favor of Rescue Mortgage, Inc. or its assigns (hereinafter referred to as the "First Mortgage"), pay all mortgage payments and fees incurred in connection with said mortgage on the Property;
- b. During the term of this Property Maintenance Agreement and prior to or upon the Maturity Date hereof, pay or cause to be paid the entire balance represented by the First Mortgage; provided same has not been extended, modified, altered, changed or amended by the Holder

3. **VACATION AND ABANDONMENT.** The Holder shall not vacate or abandon the Property during the term of this Property Maintenance Agreement. If the Holder does abandon or vacate the Property or is dispossessed by process of law or otherwise, such unlawful vacation or abandonment shall be a default hereunder and any personal property of the Holder that is left on the Property shall be deemed abandoned by the Holder and shall be deemed a part of the Property. In addition to any other rights and remedies available to the Agent hereunder, in the event of default occasioned by the abandonment of the Property, the Agent shall have the authority to dispose of any personal property belonging to the Holder in whatever manner it chooses, in its sole and absolute discretion.

4. **TAXES AND INSURANCE.** The Holder shall be obligated to pay all property taxes and special assessments levied against the Property and the lands and improvements associated therewith. The Holder shall pay all personal property taxes assessed against any personal property owned by Holder on the Property.

The Holder shall insure the Property, including the building and improvements and the land on which they are situate, against loss or damage under a policy of fire or extended coverage insurance in amounts the Agent deems appropriate.

Holder shall comply in all respects with any policy of insurance now upon or covering the Property, or which may hereafter be secured with respect to same. Holder agrees the he will not permit anything to be done on or about the Property or the improvements associated therewith which could have the result of voiding any hazard or other insurance or increase the rate of insurance thereon or upon the personal property kept on the Property.

Holder shall indemnify Agent and keep Agent harmless from any liability or claim for damages that may be asserted against Agent because of any accident or casualty occurring on or about the Property as a result of the Holder's negligence, or the negligence, misfeasance or malfeasance of Holder's family members, agents, visitors or licensees.

5. **UTILITIES.** Holder shall be responsible for all utilities, including, but not limited to, water and sewerage. Holder shall pay all charges and deposits for the utilities provided to or used in the Property during the term of this Property Maintenance Agreement. Agent shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of the Agent.

6. **FIRE AND CASUALTY.** If during the term of this Property Maintenance Agreement, the Property is partially or totally destroyed by fire or other casualty covered by insurance, with or without the fault or neglect of the Holder or Holder's family members, agents, visitors or licensees, so as to become partially or totally uninhabitable, the Property shall be repaired as speedily as possible at Holder's expense. During the pendency of such repairs, the Holder shall continue to perform its obligations hereunder and under the Note and the Agent shall have no obligation for the cost or expense of said repairs. No penalty shall accrue against the Agent for reasonable delay which may arise by reason of adjustment of fire insurance on the part of the Holder or for reasonable delay on account of "labor troubles", or any other cause beyond the Agent's control.

If during the term of this Property Maintenance Agreement, the Property is partially or totally destroyed by fire or other casualty, and the cost of restoring the Property or any buildings

associated therewith to its prior condition equals or exceeds fifty (50%) percent of its fair replacement value immediately before the damage, or if the Property is damaged by casualty not insured against by the Holder, the Agent shall have the right to terminate this Property Maintenance Agreement by giving Holder written notice of its election to do so within fifteen (15) days after the date on which the damage occurs. Upon the giving of the notice, this Property Maintenance Agreement shall terminate as of the date on which the damage occurred, and the payments due to Agent shall be adjusted to that date and the Agent shall have no further responsibility hereunder or under the Note associated herewith. If the notice by Agent is not given, this Property Maintenance Agreement shall continue and the Holder shall cause the Property or the any portion thereof so damaged to be repaired and restored with due diligence.

Notwithstanding the foregoing, (i) if more than seventy-five per cent (75%) of the improvements on the Property are destroyed, or (ii) if more than fifty per cent (50%) of such improvements are destroyed during the last year of the Property Maintenance Agreement, unless Holder otherwise directs Agent, then in either such case the Property shall not be restored unless the parties mutually agree to do so. If the Property is not restored, this Property Maintenance Agreement shall be terminated and the Agent shall have no further responsibility hereunder or under the Note associated herewith. Agent shall have no obligation hereunder or under the Note, if the insurance proceeds are paid to any mortgagee under any mortgage upon the Property.

7. REQUIREMENTS OF LAW. Holder shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, which shall impose any duty upon the Agent or Holder with respect to the Property or the use or occupancy thereof; and shall not do or permit to be done any act or thing upon the Property or the buildings or grounds associated therewith which shall or might subject the Agent to any liability or responsibility for injury to any person or persons or to any property by reason of any business or operation being carried on or upon the Property.

8. CONDEMNATION. If the whole or any part of the Property is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Property Maintenance Agreement shall cease on that part of the Property to be taken from the day the possession of that part shall be acquired by public authority, and the payments due under hereunder and under the Note shall be prorated accordingly. If the taking of a portion of the Property substantially impairs the usefulness of the Property for the purpose for which the Holder occupies the premises, Holder shall have the right either to terminate this Property Maintenance Agreement or to continue in the possession of the remainder of the Property under the terms and conditions of this Agreement, except that the payments due hereunder and under the Note shall be reduced in proportion to the amount of the Property taken. All damages awarded for the taking shall belong to and be the property of the Agent to satisfy any existing mortgage or other lien obligation of the Holder, whether the damages are awarded as compensation for diminution of value of the fee of the Property. Any surplus shall be awarded to the Holder. The Agent shall have no obligation hereunder or under the Note, if the condemnation proceeds are paid to any mortgagee under any mortgage upon the Property.

9. INDEMNIFICATION. Holder shall defend, indemnify and hold harmless Agent, and Agent's officers, directors, members, employees agents and assigns, from and against any and all claims, suits, liabilities, damages, losses, costs or expenses, including, without limitation,

reasonable legal, accounting, consulting, engineering and other expenses which may be imposed upon, incurred by, or asserted against Agent or Agent's officers, directors, members, employees, agents or assigns, for personal injuries, death or property damage, damage to natural resources or environmental contamination occurring or originating on or about the Property from any cause whatsoever except the acts or omissions of Agent, its agents, members, employees or invitees, from, and after the Commencement Date and during the term of this Property Maintenance Agreement and any renewal periods, including, without limitation, Holder's failure to comply with any provision of this agreement. The indemnities provided herein shall include reasonable attorneys' fees, court costs, professional witness fees and other costs incurred by Agent, or Agent's officers, directors, employees, agents and assigns, in connection with such damages or to enforce the indemnity given hereunder.

10. **DEFAULT AND REMEDIES.** Each of the following shall be a default by Holder hereunder:

- a. Failure of Holder to make payments required hereunder and under the Note when due or to pay or caused to be paid any impositions, insurance premiums or other liquidated sums of money herein stipulated to be paid by Holder, if such failure shall continue for a period of fifteen (15) days after said payment is due under the terms hereof;
- b. Failure by Holder to perform or observe any of the provisions of this Property Maintenance Agreement, other than the payment of installments required under the Note, stipulated in this agreement to be observed and performed by Holder, if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Agent to Holder; provided, however, that if any such failure cannot be reasonably be cured within such thirty (30) day period, then Agent shall not have the right to terminate this Property Maintenance Agreement or Holder's right to possession of the Property hereunder so long as Holder promptly commences the curing of such failure and thereafter proceeds in good faith and with due diligence to remedy and correct such failure within a reasonable period of time; provided however, that such period shall not extend for more than ninety (90) days after the date of Agent's notice to Holder.
- c. The subjection of any right or interest of the Holder in the Property to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days;
- d. The appointment of a receiver, if such receivership is not terminated, dismissed or vacated within sixty (60) days after the appointment of the receiver;
- e. Holder shall file a petition for voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or federal, now or hereafter in effect;

- f. Within ninety (90) days after the filing against Holder of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed; or
- g. Holder shall make a general assignment for the benefit of creditors or shall admit in writing his insolvency or inability to pay his debts as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of his property, or the Property.

At any time after the occurrence of a default hereunder, the Agent may, without limitation or waiver of any rights or remedies it may otherwise have at law or in equity, but subject in all respects to the provisions of this Property Maintenance Agreement with respect Holder's right to purchase Agent's interest in the Property pursuant to Article 13 hereof, exercise any one or more of the following rights:

- a. Accelerate the full balance of the payments required hereunder and under the Note for the remainder of the term and sue for the sums due;
- b. Terminate this Property Maintenance Agreement by giving written notice thereof, setting forth in such notice an effective date for termination which shall not be less than thirty (30) days after the date of such notice, in which event this Property Maintenance Agreement and the estate created hereby and all interest of Holder and all parties claiming by and through the Holder, shall automatically terminate upon the effective date for termination set forth in the notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally affixed in Article 2 hereof for the expiration of this Property Maintenance Agreement. If suit is brought to recover the possession of the Property, to recover any payments due hereunder or under the Note or any other amount due under the provisions of this Property Maintenance Agreement, or because of the breach of any other covenant to be performed by Holder, and a default is established, then Holder shall pay to the Agent all expenses incurred in the actions, including reasonable attorneys' fees, court costs, professional witness fees and other costs incurred by Agent, or Agent's officers, directors, employees, agents and assigns, in connection with such damages or to enforce the the provisions hereunder, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment; or
- c. Without terminating this Property Maintenance Agreement, re-enter the Property and dispossess Holder or any other occupant of the Property, remove Holder's effects, and lease the Property for the account of the Holder for rent and upon terms that are satisfactory to the Agent, crediting the proceeds, after deducting

the costs and expense of re-entry, alterations, additions, and leasing, to the delinquent payments required hereunder or under the Note and other amounts due under this Property Maintenance Agreement during the remainder of the term, and the Holder shall remain liable to the Agent for the balance owed.

Agent shall be in default of this Property Maintenance Agreement if it fails to perform any provision of this agreement that it is obligated to perform or if any of the Agent's representations and warranties are untrue or become untrue in any material respect, and if the failure to perform or the failure of such representation or warranty is not cured within thirty (30) days after written notice of the default has been given to the Agent by the Holder. If the default cannot reasonably be cured within thirty (30) days, the Agent shall not be in default of this Property Maintenance Agreement if Agent commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the failure until completion.

If the Agent shall have failed to cure a default after expiration of the applicable time for cure, the Holder, at its election, but without obligation therefore, may (i) seek specific performance of any obligation of the Agent, after which the Holder shall retain, and may exercise and enforce, any and all right that Holder may have against the Agent as a result of such default; (ii) from time to time without releasing the Agent in whole or in part from the obligations to be performed hereunder, may cure the default at Holder's sole cost, (iii) exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable cost incurred by Holder in order to cure such default by the Agent shall be due immediately from the Agent, and may be offset against any amounts due from Holder to Agent. THE HOLDER AGREES THAT IT SHALL NOT HAVE THE RIGHT TO ACCELERATE ITS PURCHASE OF THE AGENT'S INTEREST IN THE PROPERTY PURSUANT TO ARTICLE 13 HEREOF PRIOR TO THE MATURITY DATE, WITHOUT INCURRING THE PREPAYMENT PENALTY DESCRIBED THEREIN.

11. TRANSFER OF AGENT'S INTEREST. Upon the Maturity Date of this Property Maintenance Agreement, and provided no default by the Holder exists or is continuing, the Holder shall execute an instrument acceptable to the Agent and the Holder (the "Discharge Instrument") discharging the Agent's obligations hereunder and under the Note, including accrued, unpaid interest thereon, if any, and any and all other costs, fees and charges associated therewith. The Discharge Instrument shall affirm the Holder's acceptance of the services performed by the Agent and under this Property Maintenance Agreement as full satisfaction and payment of the loan evidenced hereby and by the Note and all other indebtedness evidenced by the Note. The Agent shall have no obligation to prepay the loan evidenced by the Note unless the parties hereto otherwise agree in writing.

If prior to the Maturity Date of this Property Maintenance Agreement, the Holder has committed a default, which is uncured and for which the time to cure has elapsed, and the Agent has exercised its right to terminate this Property Maintenance Agreement due to an uncured default by the Holder, the Holder, in addition to delivering the Discharge Instrument, shall also be required to pay to the Agent the total amount of any and all damages, losses, costs, expenses, claims, and demands incurred by the Agent as a result of the earlier termination of this Agreement.

If the Agent has committed a default under this Property Maintenance Agreement, which is uncured and for which the time to cure has elapsed, the Holder shall not be entitled to

accelerate the Agent's obligations to pay off the entire indebtedness secured by a first mortgage or any other lien on the Property prior to the Maturity Date, and the Agent shall have no obligation to accelerate same unless and until the Holder provides the Agent with satisfactory evidence, in the Agent's sole discretion, of Holder's ability to discharge any and all such indebtedness. Otherwise, the Holder shall have only those rights set forth in Article 12 hereof.

12. CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Property Maintenance Agreement nor the intent of any provision hereof.

13. ENTIRE AGREEMENT. This Property Maintenance Agreement supersedes all prior discussions and agreements between the parties with respect to the Property. This Property Maintenance Agreement contains the sole and entire understanding between the parties with respect to the maintenance of the Property pursuant to this agreement, and all promises, inducements, offers, solicitations, agreements, representations, warranties heretofore made between the parties, if any, are merged into this Property Maintenance Agreement. This Property Maintenance Agreement shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this Property Maintenance Agreement, and to which the Agent has consented in writing.

14. GOVERNING LAW. This Property Maintenance Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Michigan.

15. BINDING EFFECT. This Property Maintenance Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors, and permitted assigns.

16. SEVERABILITY. In the event any provision or portion of this Property Maintenance Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

17. GENDER. Words of any gender used in this Property Maintenance Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and the singular, unless the context requires otherwise.

18. EXHIBITS. Each and every exhibit referred to or otherwise mentioned in this Property Maintenance Agreement is attached to this agreement and is and shall be construed to be made a part of this Property Maintenance Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner as with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

19. REFERENCES. All references to paragraphs or subparagraphs or articles shall be deemed to refer to the appropriate paragraph, subparagraph or article of this Property Maintenance Agreement. Unless otherwise specified in this Property Maintenance Agreement,

the terms, "herein," "hereof," "hereinafter," "hereunder," "and other terms of like or similar import, shall be deemed to refer to this Property Maintenance Agreement as a whole, and not any particular paragraph or subparagraph hereof.

20. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Property Maintenance Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21. NOTICES. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, recognized national overnight delivery service, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall not be deemed to be receipt of notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.

If to Agent:

RYM Technology
330 East Maple Road, Suite #408
Birmingham, Michigan 48009
Attention: Property Management Department

With a copy to:

Teresa N. Gueyser
Law Office of Teresa N. Gueyser
8109 East Jefferson Avenue, Second Floor
Detroit, Michigan 48214

If to Holder:

Tony and Lois Johnson
364 Front St.
Cottonwood, MN 56229

With a copy to:

Teresa N. Gueyser
Law Office of Teresa N. Gueyser
8109 East Jefferson Avenue, Second Floor
Detroit, Michigan 48214

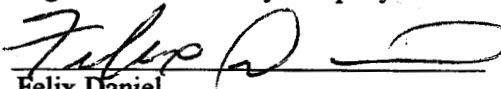
Holder hereby acknowledges that he has read this entire Property Maintenance Agreement consisting of 10 pages, 21 articles, and 0 exhibits, and by his signature below, agrees to and will be bound by the terms hereof.

(This space intentionally left blank. Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Property Maintenance Agreement as of the day and year first above written.

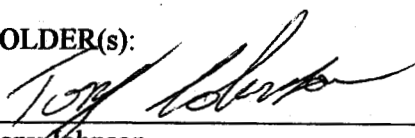

WITNESSES:

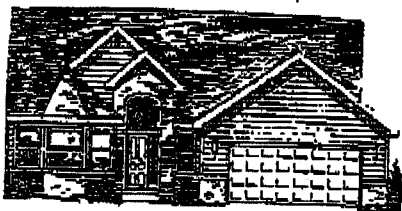
RYM TECHNOLOGY HOLDINGS, LLC:
a Michigan limited liability company

By: 
Felix Daniel

Its: Managing/Member

HOLDER(s):


Tony Johnson

Lois Johnson

**MORTGAGE DEPOT***Your Fast Track To Mortgage Financing!*Date: 10-11-06Dear: Tony JohnsonYour first payment is coming due on Dec - 1, 2006.In the amount of: \$ 1,393.98

Please send your payment to:

RESCUE MORTGAGE, INC.
6550 YORK AVENUE SOUTH #600
EDINA, MN 55435

An envelope is enclosed for your convenience.

Sincerely,

Dave Lunow

(480)
507 -
8304